



Jim Jermain  
Director - Wholesale / 271  
External Affairs

6720-TI-161  
SBC Ameritech Wisconsin  
316 W. Washington Ave.  
Room 901  
Madison, WI 53703

608.252.2359 Phone  
800.542.6136 Pager  
608.252.1295 Fax  
james.f.jermain@ameritech.com

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October 3, 2002

Mr. David Albino, Administrator  
Telecommunications Division  
Public Service Commission of Wisconsin  
610 North Whitney Way  
P.O. Box 7854  
Madison, WI 53707-7854

Re: Collocation - Wholesale Proposed Tariff & Supporting Stipulation  
Amendment No.: WI-02-1369-W

Dear Mr. Albino:

Enclosed for filing are the following P.S.C. of W. 20 tariff sheets:

<u>P.S.C. of W. No.</u>	<u>Part</u>	<u>Section</u>	<u>Sheet</u>	<u>Revision</u>	<u>Effective Date</u>
Tariff 20	23	4	1	4th	
Tariff 20	23	4	1.1	2nd	
Tariff 20	23	4	1.2	1st	
Tariff 20	23	4	1.3	1st	
Tariff 20	23	4	1.4	1st	
Tariff 20	23	4	2	3rd	
Tariff 20	23	4	2.1	1st	
Tariff 20	23	4	2.2	1st	
Tariff 20	23	4	2.3	1st	
Tariff 20	23	4	2.4	1st	
Tariff 20	23	4	2.5	1st	
Tariff 20	23	4	2.6	1st	
Tariff 20	23	4	2.7	1st	
Tariff 20	23	4	2.8	1st	
Tariff 20	23	4	2.9	1st	
Tariff 20	23	4	3	3rd	
Tariff 20	23	4	3.1	1st	
Tariff 20	23	4	3.2	2nd	
Tariff 20	23	4	4	4th	
Tariff 20	23	4	4.1	1st	
Tariff 20	23	4	5	4th	
Tariff 20	23	4	5.1	2nd	
Tariff 20	23	4	6	3rd	
Tariff 20	23	4	7	3rd	
Tariff 20	23	4	8	3rd	
Tariff 20	23	4	8.1	1st	
Tariff 20	23	4	8.2	1st	
Tariff 20	23	4	8.3	1st	
Tariff 20	23	4	8.4	1st	
Tariff 20	23	4	8.5	1st	

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OFC 2  
Tel 5

<u>P.S.C. of W. No.</u>	<u>Part</u>	<u>Section</u>	<u>Sheet</u>	<u>Revision</u>	<u>Effective Date</u>
Tariff 20	23	4	8.6	1st	
Tariff 20	23	4	8.7	1st	
Tariff 20	23	4	8.8	1st	
Tariff 20	23	4	8.9	1st	
Tariff 20	23	4	8.10	1st	
Tariff 20	23	4	8.11	1st	
Tariff 20	23	4	8.12	1st	
Tariff 20	23	4	8.13	1st	
Tariff 20	23	4	8.14	1st	
Tariff 20	23	4	8.15	1st	
Tariff 20	23	4	8.16	1st	
Tariff 20	23	4	8.17	2nd	
Tariff 20	23	4	8.18	1st	
Tariff 20	23	4	8.19	1st	
Tariff 20	23	4	8.20	1st	
Tariff 20	23	4	8.21	1st	
Tariff 20	23	4	8.22	1st	
Tariff 20	23	4	8.23	2nd	
Tariff 20	23	4	9	2nd	
Tariff 20	23	4	9.1	1st	
Tariff 20	23	4	9.2	1st	
Tariff 20	23	4	9.3	1st	
Tariff 20	23	4	9.4	1st	
Tariff 20	23	4	9.5	2nd	
Tariff 20	23	4	10	3rd	
Tariff 20	23	4	10.1	2nd	
Tariff 20	23	4	11	3rd	
Tariff 20	23	4	12	2nd	
Tariff 20	23	4	12.1	1st	
Tariff 20	23	4	12.2	1st	
Tariff 20	23	4	12.3	2nd	
Tariff 20	23	4	13	2nd	
Tariff 20	23	4	14	2nd	
Tariff 20	23	4	15	Original	
Tariff 20	23	4	16	Original	
Tariff 20	23	4	17	Original	
Tariff 20	23	4	18	Original	
Tariff 20	23	4	19	Original	
Tariff 20	23	4	20	Original	
Tariff 20	23	4	21	Original	
Tariff 20	23	4	22	Original	
Tariff 20	23	4	23	Original	
Tariff 20	23	4	24	Original	
Tariff 20	23	4	25	Original	
Tariff 20	23	4	26	Original	
Tariff 20	23	4	27	Original	
Tariff 20	23	4	28	Original	
Tariff 20	23	4	29	Original	
Tariff 20	23	4	30	Original	
Tariff 20	23	4	31	Original	
Tariff 20	23	4	32	Original	
Tariff 20	23	4	33	Original	
Tariff 20	23	4	34	Original	
Tariff 20	23	4	35	Original	
Tariff 20	23	4	36	Original	
Tariff 20	23	4	37	Original	
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Tariff 20	23	4	44	Original	
Tariff 20	23	4	45	Original	
Tariff 20	23	4	46	Original	
Tariff 20	23	4	47	Original	
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Tariff 20	23	4	49	Original	
Tariff 20	23	4	50	Original	
Tariff 20	23	4	51	Original	
Tariff 20	23	4	52	Original	
Tariff 20	23	4	53	Original	
Tariff 20	23	4	54	Original	
Tariff 20	23	4	55	Original	
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Tariff 20	23	4	58	Original	
Tariff 20	23	4	59	Original	
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Tariff 20	23	4	61	Original	
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Tariff 20	23	4	64	Original	
Tariff 20	23	4	65	Original	
Tariff 20	23	4	66	Original	
Tariff 20	23	4	67	Original	
Tariff 20	23	4	68	Original	
Tariff 20	23	4	69	Original	
Tariff 20	23	4	70	Original	
Tariff 20	23	4	71	Original	
Tariff 20	23	4	72	Original	
Tariff 20	23	4	73	Original	
Tariff 20	23	4	74	Original	
Tariff 20	23	4	75	Original	
Tariff 20	23	4	76	Original	
Tariff 20	23	4	77	Original	
Tariff 20	23	4	78	Original	
Tariff 20	23	4	79	Original	
Tariff 20	23	4	80	Original	
Tariff 20	23	4	81	Original	
Tariff 20	23	4	82	Original	
Tariff 20	23	4	83	Original	
Tariff 20	23	4	84	Original	
Tariff 20	23	4	85	Original	
Tariff 20	23	4	86	Original	
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Tariff 20	23	4	88	Original	
Tariff 20	23	4	89	Original	

I am also enclosing a Settlement Stipulation, advocating the adoption of the enclosed tariff.

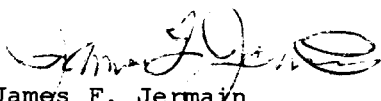
If you recall, on May 21, 2002 Ameritech Wisconsin filed a Collocation Disputed Issues List with the Commission. This list outlined areas of concern that arose from using the Ameritech Wisconsin collocation model inputs within the CLEC Collocation Cost Model as required by the Commission's Final Decision dated March 22, 2002.

As an alternative to resolving each of the disputed issues, the parties have agreed to use SBC's Nevada Bell Collocation tariff as an alternative. With the involvement and direction of Staff, Ameritech Wisconsin met with the CLECs on several occasions. Together the parties developed: (1) a joint stipulation; (2) a Wisconsin version of the Nevada Bell Collocation Tariff; and (3) a list of nonrecurring rate elements Ameritech Wisconsin is willing to waive if previously paid under the old tariff.

With this filing, the parties to the Settlement Stipulation respectfully ask the Commission to accept the enclosed Ameritech Wisconsin Collocation Tariff.

Questions regarding this filing can be addressed to me at (608) 252-2359.

Sincerely,



James F. Jermain  
Director - Regulatory

Attachments

PART 23 - Interconnection Service for Local  
Telecommunications Carriers  
SECTION 4 - Collocation Services

4th Revised Sheet No. 1  
Cancels  
3rd Revised Sheet No. 1

**1. GENERAL DESCRIPTION - PHYSICAL COLLOCATION**

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**1.1 Process**

This Tariff provides for the placing of Collocator telecommunications equipment and facilities on The Company property for the purposes set forth in Paragraph 1.3, following.

**1.2 Scope**

Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within The Company Eligible Structure as defined in Paragraph 2 Definitions, following. The Collocator will lease the Dedicated Space from The Company and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.3, following. The Company will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, The Company will permit collocation in Adjacent Structures located on The Company's property in accordance with this Tariff so that Collocators will have a variety of collocation options from which to choose.

**1.3 Purpose**

Physical collocation is available for the placement of telecommunications equipment as provided for in this Tariff for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) if FTA96, or (ii) obtaining access to The Company's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively. Nothing contained in this tariff shall prohibit a Collocator from exercising its rights under the Telecommunications Act of 1996 ("Act"). Specifically, a Collocator may exercise its rights under sections 252(a)(1) and Section 252(i) of the Act at any time.

**2. DEFINITIONS**

Active Collocation Space - Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

Adjacent Off-site Arrangement - Where Physical Collocation space within The Company Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and

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Milwaukee, Wisconsin

PART 23 - Interconnection Service for Local  
Telecommunications Carriers

2nd Revised Sheet No. 1.1  
Cancels

SECTION 4 - Collocation Services

1st Revised Sheet No. 1.1

## 2. DEFINITIONS (cont'd)

### Adjacent Off-site Arrangement - (cont'd)

The Company shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of The Company's Central Office or Eligible Structure.

Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to The Company's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The interim rates, subject to true up, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of The Company's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. The Company shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with The Company's facilities. The Company shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, The Company will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

Adjacent Structure - A Collocator-provided structure placed on The Company property (Adjacent On-site) or non Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. The Company and CLEC will mutually agree on the location of the designated space on The Company premises where the adjacent structure will be placed. The Company will not unreasonably withhold agreement as to the site desired by Collocator.

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PART 23 - Interconnection Service for Local  
Telecommunications Carriers  
SECTION 4 - Collocation Services

1st Revised Sheet No. 1.2  
Cancels  
Original Sheet No. 1.2

**2. DEFINITIONS (cont'd)**

Augment - A request from a Collocator to add equipment and/or cable to an existing physical collocation arrangement.

Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to a collocator for any work performed which will benefit or be used by Wisconsin Bell or other collocators. Wisconsin Bell also may not impose a Custom Work Charge without the collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this tariff. The Company shall follow the procedures established in paragraph 20.1 of this Tariff for imposition of Custom Work Charges. In the event an agreement between the Collocator and The Company is not reached regarding the Custom Work Charge, The Company shall complete construction of the Collocator's space pending resolution of the issue by the Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to The Company shall accrue interest at the rate established by the Public Service Commission of Wisconsin. All Custom Work Charges that are approved by the Public Service Commission of Wisconsin will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to The Company that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, The Company shall file the appropriate tariff amendment. However, The Company shall not delay completion of such work during the tariff approval process. The Company shall perform such work based upon interim rates, subject to true up. If the Collocator and The Company cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

Day - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in The Company Eligible Structure.

Eligible Structure - Eligible Structure refers to The Company's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by The Company that house its network facilities, and all structures that house The Company's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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## Tariff

PART 23 - Interconnection Service for Local  
Telecommunications Carriers1st Revised Sheet No. 1.3  
Cancels

SECTION 4 - Collocation Services

Original Sheet No. 1.3

**2. DEFINITIONS (cont'd)**

Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

Legitimately Exhausted - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Tariff is exhausted or completely occupied. Before The Company may make a determination that space in an Eligible Structure is legitimately exhausted, The Company must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in The Company's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Tariff. In making this determination, The Company may reserve space for transport equipment for current year plus two years. Additionally, The Company may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of The Company or for future use by The Company or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. The Company may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Tariff.

Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.



PART 23 - Interconnection Service for Local  
Telecommunications Carriers1st Revised Sheet No. 1.4  
Cancels

SECTION 4 - Collocation Services

Original Sheet No. 1.4

**2. DEFINITIONS (cont'd)**

Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of The Company's network.

**3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS****3.1 Limitation**

With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to this Tariff, the liability of either The Company or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

Neither The Company nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

Both The Company and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable Tariffs.

The liability of either The Company or the Collocator for its willful misconduct or gross negligence is not limited by this Tariff.

**3.2 Third Parties**

The Company also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

In addition to any other applicable limitation, neither The Company nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving willful actions by either The Company or the Collocator or their agents or employees.

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PART 23 - Interconnection Service for Local  
Telecommunications Carriers

3rd Revised Sheet No. 2  
Cancels

SECTION 4 - Collocation Services

2nd Revised Sheet No. 2

### 3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS (cont'd)

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#### 3.3 Force Majeure Events

The Company shall not be responsible for delays or failures in performance under this Tariff resulting from acts or occurrences beyond the reasonable control of The Company including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbance or the inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

### 4. RESPONSIBILITIES OF THE COMPANY

#### 4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this Tariff, The Company grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Tariff.

#### 4.2 Contact Numbers

The Company is responsible for providing the Collocator personnel a contact number for The Company technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Tariff, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and The Company will not delay a Collocator's entry into an Eligible Structure.

#### 4.3 Trouble Status Reports

The Company is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, The Company will provide written notification within twenty-four (24) hours. When trouble has been identified, The Company is responsible for providing trouble status reports, consistent with paragraph 5.3, when requested by the Collocator.

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PART 23 - Interconnection Service for Local  
Telecommunications Carriers  
SECTION 4 - Collocation Services1st Revised Sheet No. 2.1  
Cancels  
Original Sheet No. 2.1**4. RESPONSIBILITIES OF THE COMPANY (cont'd)**

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**4.4 Service Coordination**

The Company is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

**4.5 Casualty Loss****4.5.1 Damage to Dedicated Space**

If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenable in whole or in part, The Company shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, The Company has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or The Company opts not to rebuild, then The Company shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, The Company must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

Any obligation on the part of The Company to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by The Company.

**4.5.2 Damage to Eligible Structure**

In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in The Company's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, The Company, at its option, may terminate services provided via this Tariff by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

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Cancels

SECTION 4 - Collocation Services

Original Sheet No. 2.2

**4. RESPONSIBILITIES OF THE COMPANY (cont'd)**

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**4.6 Construction Notification**

The Company will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the collocator's services. The Company will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. The Company will inform the Collocator as soon as practicable by telephone of all emergency-related activities that The Company or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

**4.7 Construction Inspections**

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time The Company's employees spend traveling and will be based on fifteen (15) minute increments.

**5. OBLIGATIONS OF THE COLLOCATOR****5.1 Certification**

The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. The Company shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

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**5. OBLIGATIONS OF THE COLLOCATOR (cont'd)**

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**5.2 Contact Numbers**

The Collocator is responsible for providing to The Company personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this Tariff, the parties will provide the contact numbers included in the application process.

**5.3 Trouble Report**

The Collocator is responsible for making best efforts to provide prompt verbal notification to The Company of significant outages or operations problems which could impact or degrade The Company's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with paragraph 4.3, when requested by The Company.

**5.4 Removal**

The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, The Company may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by The Company, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold The Company harmless from the failure to return any such equipment, property or other items.

**5.5 Hazardous Waste & Materials**

The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the CLEC's Installation Supplier shall adhere to all SBC LEC requirements. The Installation Supplier shall coordinate with the SBC LEC Representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details.)

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**5. OBLIGATIONS OF THE COLLOCATOR (cont'd)****5.6 Safety**

The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of The Company or other CLECs. The Installation Supplier shall immediately report to the SBC LEC Representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC LEC premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC LEC premises. (Refer to Interconnector's Guide for Collocation for further details.)

**5.7 Collocator's Equipment and Facilities**

The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT frame located in the Common Area:

- A. its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1;
- B. its equipment;
- C. required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
- D. POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
- E. the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

The Company neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this paragraph.

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**5. OBLIGATIONS OF THE COLLOCATOR (cont'd)**

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**5.8 Insurance****5.8.1 Coverage Requirements**

The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

- A. Workers' Compensation insurance with benefits afforded under the laws of the State of Wisconsin and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- B. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. The Company will be named as an Additional Insured on the Commercial General Liability policy.
- C. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- D. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases The Company from and waives any and all right of recovery, claim, action or cause of action against The Company, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of The Company, its agents, directors, officers, employees, independent contractors, and other representatives.

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**5. OBLIGATIONS OF THE COLLOCATOR (cont'd)****5.8 Insurance (cont'd)****5.8.1 Coverage Requirements (cont'd)**

Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against The Company, and any rights of Collocator against The Company for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that The Company has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Tariff.

The Company requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to The Company as well. If a certificate is not received, The Company will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes The Company, and The Company may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. The Company will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

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**5. OBLIGATIONS OF THE COLLOCATOR (cont'd)****5.8 Insurance (cont'd)****5.8.2 Self-Insured**

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, 5.8.1, Coverage Requirements, shall immediately apply.

**6. ORDERING AND PROVISIONING****6.1 Dedicated Space****6.1.1 Types of Available Physical Collocation Arrangements**

The Company will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Tariff so that Collocators will have a variety of collocation options from which to choose:

- A. Caged Physical Collocation - The caged collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by The Company within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

The Company will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, Collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first Collocator in a The Company premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in paragraph 20 following.

When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in paragraph 20 following.

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**6. ORDERING AND PROVISIONING (cont'd)**

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**6.1 Dedicated Space (cont'd)****6.1.1 Types of Available Physical Collocation Arrangements (cont'd)****A. Caged Physical Collocation (cont'd)**

The Collocator must comply with all methods, procedures and guidelines followed by The Company in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16 following will apply. If the collocator elects to install or requests that The Company provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in paragraph 21.3 following applies.

**B. Caged Shared Collocation - The Company will provide Caged Shared Collocation as set forth in paragraph 7 entitled "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.****C. Caged Common Collocation - The Company will provide Caged Common Collocation as set forth in paragraph 7.1.1.****D. Cageless Collocation - The Company will provide cageless collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, The Company will provide space in single bay increments, including available space adjacent to or next to The Company's equipment. Collocators will have direct access to their equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. The Company will not require Collocators to use an intermediate interconnection arrangement such as a POT frame. The Company may take reasonable steps to protect its own equipment as provided in Section 6.1.2.**

Accordingly, The Company will not provide a Collocator's personnel or agents with direct access to The Company's main distribution frame.

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**6. ORDERING AND PROVISIONING (cont'd)**

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**6.1 Dedicated Space (cont'd)****6.1.1 Types of Available Physical Collocation Arrangements (cont'd)**

E. Adjacent Space Collocation - Where Physical Collocation space within The Company Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Tariff, The Company will permit Collocators to physically collocate on The Company's property in adjacent controlled environmental vaults or similar structures that The Company uses to house telecommunication equipment, to the extent technically feasible. The Company and CLEC will mutually agree on the location of the designated space on The Company premises where the adjacent structure will be placed. The Company will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. The Company will offer the following increments of power to the Adjacent On-site structure: The Company will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. The Company will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. The Company will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Tariff. The Company shall permit Collocators to place their own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either The Company or the Collocator. Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

Where Physical Collocation space within The Company Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and The Company shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.1 Dedicated Space (cont'd)****6.1.1 Types of Available Physical Collocation Arrangements (cont'd)****E. Adjacent Space Collocation (cont'd)**

The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of The Company's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to The Company's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The interim rates, subject to true up, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of The Company's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. The Company shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with The Company's facilities. The Company shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, The Company will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.1 Dedicated Space (cont'd)****6.1.1 Types of Available Physical Collocation Arrangements (cont'd)**

F. The Company will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in The Company's Eligible Structures that such an arrangement is technically feasible.

**6.1.1.1 Space Determination**

As provided in Section 6.2 of this Tariff, The Company shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

**6.1.2 Security**

Protection of The Company's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, The Company may impose the following reasonable security measures on Collocators to assist in protecting its network and equipment from harm. The Company may impose security arrangements as stringent as the security arrangements The Company maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, The Company may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), The Company will not impose more stringent security requirements than these. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. The Company will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocators.

A. Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of The Company security standards.

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Cancels  
1st Revised Sheet No. 3.2**6. ORDERING AND PROVISIONING (cont'd)****6.1 Dedicated Space (cont'd)****6.1.2 Security (cont'd)****A. (cont'd)**

Collocator personnel and technicians will undergo the same level of security training or its equivalent that The Company's own employees and authorized contractors must undergo. The Company will not, however, require Collocators to receive security training from The Company, but will provide information to Collocators on the specific type of training required.

Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in The Company's Technical Publications.

**B. Collocators and The Company will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of The Company for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or The Company in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or The Company in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other The Company property:**

- a. Theft or destruction of The Company's or Collocator's property;
- b. Use/sale or attempted use/sale of alcohol or illegal drugs on The Company property;
- c. Threats or violent acts against other persons on The Company property;
- d. Knowing violations of any local, state or federal law on The Company property;
- e. Permitting unauthorized persons access to The Company or Collocator's equipment on The Company's property; and
- f. Carrying a weapon on The Company property.

In addition, Collocator and The Company will take appropriate disciplinary steps as determined by each party to address any violations reported by The Company or the Collocator of The Company's policies and practices on security, safety, network reliability, and business conduct as defined in The Company's Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

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3rd Revised Sheet No. 4

**6. ORDERING AND PROVISIONING (cont'd)****6.1 Dedicated Space (cont'd)****6.1.2 Security (cont'd)**

C. Collocators will provide indemnification as set forth in Section 12 of this Tariff and insurance as set forth in Section 5.8 of this Tariff to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by The Company - authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to The Company as well.

D. The Company may use reasonable security measures to protect its equipment. In the event The Company elects to erect an interior security partition in a given Eligible Structure to separate its equipment, The Company may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate The Company's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

The Company's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment collocated directly adjacent to The Company's equipment. The Company's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within The Company's space. To the extent that The Company is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at The Company's expense.

The Company's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

The Company's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around The Company's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

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**6. ORDERING AND PROVISIONING (cont'd)****6.1 Dedicated Space (cont'd)****6.1.2 Security (cont'd)****D. (cont'd)**

If The Company chooses to enclose its own equipment, The Company will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.

The Company has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If The Company cannot prove that other reasonable security methods cost more than an interior security partition around The Company's equipment, The Company cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

If The Company elects to erect an interior security partition and recover the cost, it must demonstrate to the collocator that other reasonable security methods cost more than an interior security partition around The Company's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

- E. Collocators will have access to their physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. The Company will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. The Company will provide Collocators with reasonable access to restroom facilities and parking. Collocators will also have reasonable access to their selected collocation space during construction.

**6.1.3 Interval**

- A. The Company will provide physical collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed physical collocation application form found in The Company's Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin and will pay an initial Planning Fee.

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4th Revised Sheet No. 5

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3rd Revised Sheet No. 5**6. ORDERING AND PROVISIONING (cont'd)**

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**6.1 Dedicated Space (cont'd)****6.1.3 Interval (cont'd)****A. (cont'd)**

A Collocator wishing The Company to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for The Company to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, The Company would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish The Company to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if The Company is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes The Company to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial planning fee payment, The Company will begin development of the quotation. Wisconsin Bell will advise the Collocator of any known deficiencies in its collocation application within 10 calendar days (unless multiple applications are received; section 6.1.4 will apply where multiple applications are received). Wisconsin Bell will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within 10 calendar days after being advised of the deficiencies.

- B.** In responding to an application request, if space is available, The Company shall advise the Collocator that their request for physical collocation is granted, and confirm the applicable nonrecurring and recurring Tariff rates, and the provisioning interval. The Company will not select for Collocator the type of physical collocation to be ordered.

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The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.

**C. The Company will provide a reduced interval for Collocators with existing physical collocation space that request the following interconnection augments. The Collocator must submit to The Company's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from paragraph 20 (A) of this tariff and 50% of tariff nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.**

A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) The Company will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) Direct cable pull within the same collocation area between one Collocator and another Collocator provided the Collocators are interconnected with The Company's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, The Company bays, The Company cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

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**6. ORDERING AND PROVISIONING (cont'd)****6.1 Dedicated Space (cont'd)****6.1.3 Interval (cont'd)****C. (cont'd)**

The construction interval for these other augments will not exceed 90 days. THE UTILTIY will work cooperatively with Collocators to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

The second fifty percent (50%) payment must be received by The Company no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by The Company.

**6.1.4 Application Quotation Interval for Physical**

- A. Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

Should the Collocator submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or Fraction thereof.

The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with The Company at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

- B. Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.9 and will be subject to the time intervals set forth above.

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**6. ORDERING AND PROVISIONING (cont'd)**

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**6.1 Dedicated Space (cont'd)****6.1.5 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval**

1. Dedicated Space for Caged physical collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
2. Where space suitable for central office equipment (Active Central Office Space) is available, The Company will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
3. Any material revision to a completed application will be treated as a new application following revision guidelines set forth in section 6.1.9 following.

**6.1.6 Cageless Physical Collocation Installation Interval**

1. Dedicated space for Cageless physical collocation is not reserved until the quotation is accepted.
2. Where space suitable for central office equipment (Active Central Office Space) is available, The Company will deliver Cageless physical collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
3. Any material revision to a completed application will be treated as a new application following revision guidelines set forth in section 6.1.9 following.

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**6. ORDERING AND PROVISIONING (cont'd)****6.1 Dedicated Space (cont'd)**

6.1.7 The Company will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 90 days from the receipt of the Collocator's acceptance of the quotation where The Company will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPS, either in a single or in multiple feeds of 50 AMPS (maximum 50 AMPS per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPS (e.g., 100 AMPS) per feed, The Company will add thirty (30) calendar days to the provisioning interval.

6.1.8 Adjacent Space or Other Physical Collocation Arrangement  
Installation Intervals

Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

**6.1.9 Revisions**

All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which The Company normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable planning fees. No additional planning fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.2 Space Availability Determination and Resolution**

- A. In responding to an application request if space is not available, The Company will notify the Collocator that their application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of The Company's receipt of a completed application.

The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the planning fee, will be returned to the Collocator.

The Company will file a copy of the notification letter denying the Collocator's request with the Public Service Commission of Wisconsin. In the event of a denial, The Company will concurrently submit to both the Public Service Commission of Wisconsin and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook, identification of switch turnaround plans and other equipment removal plans and timelines, if any, central office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

In the event The Company denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to The Company's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.

The Company will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. The Company's representative will accompany and supervise the Collocator agent on the inspection tour.

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(C)

**6.2 Space Availability Determination and Resolution****A. (cont'd)**

If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of physical collocation space is insupportable, the Collocator agent shall promptly so advise The Company. The Collocator and The Company shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and The Company reports shall be concurrently served on each other and submitted to the Public Service Commission of Wisconsin no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on The Company to justify the basis for any denial of collocation requests.

- B. The Company will submit to a requesting carrier a report indicating The Company's available collocation space in a particular The Company Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that The Company is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

<u>Number of Report Requests By One Collocator</u>	<u>Report Delivery Interval</u>
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

The Company shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for physical collocation. The Company will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of physical collocation space. In addition, for central offices where Collocators are currently located or applications for collocation are pending, if space availability information is readily available to The Company, such information will be placed on the website. The Company will update the public document on the first day of each month to include all newly available information.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.2 Space Availability Determination and Resolution****B. (cont'd)**

To the extent The Company has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of Collocators, any modifications in the use of the space since the last update, and should also include measures that The Company is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, The Company will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon Order of the Commission. The Company shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 under the definition of the term "Legitimately Exhausted Space".

**6.3 Relocation**

When The Company determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its dedicated space or adjacent space collocation structure. The Company will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, The Company will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of The Company, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in The Company's reasonable discretion. In addition, a Collocator's presence in The Company central offices or adjacent space collocation structures should not prevent The Company from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations.

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**6. ORDERING AND PROVISIONING (cont'd)****6.3 Relocation (cont'd)**

If The Company determines that a Collocator must relocate due to any of the above reasons, The Company will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by The Company and the Collocator, unless the parties agree to a different financial arrangement.

If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, The Company shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

**6.4 Occupancy**

Unless there are unusual circumstances, The Company will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after The Company completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to The Company's network or obtain access to The Company unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that The Company has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until The Company allows the Collocator to interconnect. The Company, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.4 Occupancy**

If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after The Company provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with The Company or obtain access to The Company unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either The Company's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with The Company's network or to obtain access to The Company's unbundled network elements, for the purpose of providing this service.

If the Collocator causes The Company to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay The Company the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

**6.5 Cancellation Prior to Due Date**

In the event that the Collocator cancels its order after The Company has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before The Company has been paid the entire amounts due under this Tariff, then in addition to other remedies that The Company might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. The Company shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

**6.6 Billing**

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. The Company may change its billing date practices upon thirty (30) day's notice to the Collocator.

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**6. ORDERING AND PROVISIONING (cont'd)****6.6 Billing (cont'd)****6.6.1 Billing Dispute Resolution**

In the event of a bona fide dispute between a Collocator and The Company regarding any bill for anything ordered from this Tariff, Collocator shall, prior to the Bill Due Date, give written notice to The Company of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this Tariff and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

**6.6.2 Third Party Escrow Agent**

Collocator shall pay all undisputed amounts to The Company when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

- a. The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- b. The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
- c. The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- d. In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

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- e. The escrow account is an interest bearing account;

All charges associated with opening and maintaining the escrow account will be borne by the Collocator; That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; All interest earned on deposits to the escrow account shall be disbursed to Collocator and The Company in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by **both Collocator and The Company** (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this Tariff; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Tariff.

**6.6.3 Disputed Amounts**

Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Tariff.

**6.6.4 Investigation Report**

Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this Tariff, The Company shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, The Company will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.4, the Collocator must notify The Company in writing within thirty days following receipt of the results of The Company's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.5 of this Tariff.

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**6. ORDERING AND PROVISIONING (cont'd)****6.6 Billing (cont'd)****6.6.5 Informal Resolution of Billing Disputes**

Upon receipt by The Company of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this Tariff, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Tariff. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

**6.6.6 Formal Resolution of Billing Disputes**

If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.5, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.6. Unless agreed by both parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this Tariff and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this Tariff.

Billing Disputes Subject to Mandatory Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Tariff during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff will be subject to mandatory arbitration in accordance with Section 6.6.7, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff, the parties will annualize the actual number of months billed.

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Billing Disputes Subject to Elective Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Tariff during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff will be subject to elective arbitration pursuant to Section 6.6.7 if, and only if, both parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff, the parties will annualize the actual number of months billed. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

**6.6.7 Arbitration**

Disputes subject to mandatory or elective arbitration under the provisions of this Tariff will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Madison, Wisconsin, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

The arbitrator will control the scheduling so as to process the matter expeditiously. The parties may submit written briefs upon a schedule determined by the arbitrator. The parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Tariff.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.6 Billing (cont'd)****6.6.7 Arbitration (cont'd)**

The times specified in this Section 6.6.7 may be extended or shortened upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorneys' fees. The parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**6.6.8 Cooperation Between Parties**

Immediately upon resolution of any billing dispute, The Company and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

The Company shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of The Company shall be disbursed to The Company by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay The Company any difference between the amount of accrued interest The Company received from the escrow disbursement and the amount of Late Payment Charges The Company billed and is entitled to receive pursuant to Section 6.7 of this Tariff.

**6.6.9 Failure to Make Payment**

Failure by the Collocator to pay any charges determined to be owed to The Company within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this Tariff.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.6 Billing (cont'd)****6.6.10 Billing for Caged Shared and Caged Common Collocation Arrangements**

Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, The Company shall bill the original collocator for space. However, The Company shall bill the other Collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with The Company for floor space and all other applicable interconnection arrangements.

**6.7 Late Payment Charge**

If the Collocator fails to remit payment for any Tariff charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to The Company as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in The Company's Wisconsin intrastate access services Tariff and (b) the highest rate of interest that may be charged under Wisconsin law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

**6.8 Allowances for Interruptions**

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to The Company's designated contact point and ends when the physical collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of The Company.

When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

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**6. ORDERING AND PROVISIONING (cont'd)**

(C)

**6.8 Allowances for Interruptions**

For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

**7. USE BY OTHER LOCAL SERVICE PROVIDERS**

The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of The Company, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of The Company.

- 7.1 The Company will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, The Company may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where The Company receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, The Company will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

- 7.1.1 The Company will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by The Company within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided The Company with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit.

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**7. USE BY OTHER LOCAL SERVICE PROVIDERS (cont'd)****7.1 (cont'd)****7.1.1 (cont'd)**

When these criteria have been met, The Company will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, The Company will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in paragraph 6.6.10.

- 7.2 The Company will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the prorated share (based upon square footage used exclusively or in common) of The Company's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with The Company utilize a shared collocation cage, The Company will permit each collocator to order UNES to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

All collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this tariff. The terms contained in paragraph 6.4, Occupancy, preceding shall continue to apply.

**8. FIBER OPTIC CABLE AND DEMARCATION POINT****8.1 Fiber Optic Cable Entrances**

The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). The Company will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to The Company that use of such cable will not impair The Company's ability to service its own customers or subsequent Collocators.

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**8. FIBER OPTIC CABLE AND DEMARCATION POINT (cont'd)**

(C)

**8.1 Fiber Optic Cable Entrances (cont'd)**

The Company shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for The Company cable. The Company will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where The Company also has access to more than two such entry points. Where such dual points of entry are not immediately available, The Company shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where The Company performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and The Company shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both The Company and the Collocator(s) in the first twelve (12) months.

The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by The Company, and leaving sufficient length in the cable in order for The Company to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

**8.2 Demarcation Point**

A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in The Company-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, The Company will hand off the Interconnection Arrangement(s) cables to the Collocator at their equipment.

**9. USE OF DEDICATED SPACE****9.1 Nature of Use**

In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to The Company under 47.U.S.C. 251(C) (2) or accessing The Company's UNEs under 47.U.S.C. 251(C) (3) of the FTA 96. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to The Company's network "for the transmission and routing of telephone exchange service or exchange access," or for access to The Company's unbundled network elements "for the provision of a telecommunications service."

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**9. USE OF DEDICATED SPACE (cont'd)**

(C)

**9.1 Nature of Use (cont'd)**

Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. The Company's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

In addition, The Company voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment."

The Company does not allow collocation of other Multifunctional Equipment, except that The Company will voluntarily allow collocation of RSMs solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the RSM will not be permitted; (2) the RSM equipment must be used only for the purpose of interconnection with The Company's network for the transmission and routing of telephone exchange service or exchange access or for access to The Company's unbundled network elements for the provision of a telecommunications service. The Company voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if The Company and Collocator mutually agree to such collocation.

For purposes of this section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. The Company will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

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**9. USE OF DEDICATED SPACE (cont'd)**

(C)

**9.1 Nature of Use (cont'd)**

The Company voluntarily allows Collocators to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if The Company and Collocator mutually agree to such placement, in The Company's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), The Company voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in The Company's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in The Company or (2) requested by Collocator and accepted by The Company on the same basis as under the FCC's original, pre-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). The Company's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

The Company does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

When the Collocator's physical collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). The Company will provide the necessary backup power to ensure against power outages.

Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on The Company grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

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**9. USE OF DEDICATED SPACE (cont'd)**

(C)

**9.2 Equipment List**

A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Tariff. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of The Company, which consent shall not be unreasonably withheld.

**9.2.1 Subsequent Requests to Place Equipment**

The Collocator shall furnish The Company a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

**9.2.2 Limitations**

The Company's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities by a Collocator, is limited only to the extent that The Company would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. The Company will ensure that the Collocator is provided collocation space at least equal in quality to that provided to The Company, its affiliates or other parties to which it provides interconnection.

**9.3 Dedicated Space Use and Access**

The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to The Company or access to The Company's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocators shall provide The Company with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

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**9. USE OF DEDICATED SPACE (cont'd)****9.3 Dedicated Space Use and Access (cont'd)**

The Company will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. The Company will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with The Company's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 (B.) of this Tariff).

The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to The Company, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

The Company will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between The Company and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or The Company's personnel.

**9.4 Threat to Personnel, Network or Facilities**

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to The Company's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

**9.5 Interference or Impairment**

Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Tariff.

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**9. USE OF DEDICATED SPACE (cont'd)**

(C)

**9.6 Personal Property and Its Removal**

In accordance with and subject to the conditions of this Tariff, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet The Company standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Paragraph 9.7 following.

**9.7 Alterations**

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of The Company. The Company shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that The Company has the right to reject or modify any such request except as required by state or federal regulators. The cost of any The Company provided construction shall be paid by the Collocator in accordance with The Company's custom work order process.

**10. STANDARDS****10.1 Minimum Standards**

All types of network equipment placed in The Company network equipment areas of Eligible Structures by The Company or Collocators must meet The Company minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including The Company) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including The Company and its contractors when engineering and installing equipment.

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**10. STANDARDS (cont'd)****10.1 Minimum Standards (cont'd)**

In the event that The Company denied Collocation of Collocator's equipment, citing Safety Standards, The Company will provide within five (5) business days of Collocator's written request to The Company representative(s), a list of The Company equipment which Wisconsin Bell locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.

In the event The Company believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the General Terms & Conditions (GTC) for this tariff. If the Parties do not resolve the dispute, The Company or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to The Company personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Tariff.

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**10. STANDARDS (cont'd)****10.2 Revisions**

Within forty-five (45) days of approval of this revised Tariff by the Wisconsin Public Services Utilities Commission, The Company shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin and its Technical Publication(s) for Physical Collocation. Any revision to The Company's Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin or its Technical Publication(s) for Physical Collocation shall become effective and thereafter applicable under this Tariff.

**10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications**

Disputes that cannot be resolved by the parties regarding revisions to or implementation of The Company technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

**10.3 Compliance Certification**

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Paragraph 10.1.

**11. RE-ENTRY**

If the Collocator shall default in performance of any Tariff provision herein, and the default shall continue for sixty (60) calendar days after receipt of The Company's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, The Company may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Tariff will be terminated without prejudice to any other remedies The Company might have.

The Company may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding paragraph.

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**11. RE-ENTRY (cont'd)**

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Tariff. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures.

**12. INDEMNIFICATION OF THE COMPANY**

Except as otherwise provided herein, the indemnity provisions of the Interconnection Agreement between The Company and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between The Company and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless The Company the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against The Company where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff;

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**12. INDEMNIFICATION OF THE COMPANY (cont'd)**

(d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of The Company or its employees. The provisions in this section are reciprocal and applicable also to The Company.

The Company shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep The Company and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford The Company and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

**13. SERVICES AND MAINTENANCE****13.1 Operating Services**

The Company shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable The Company Tariffs.

**13.2 Maintenance**

The Company shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

**13.3 Equipment Staging and Storage**

No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e. filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g. cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation for further details.)

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**13. SERVICES AND MAINTENANCE (cont'd)****13.4 Legal Requirements**

Except for Paragraph 15, The Company agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

**14. The Company's RIGHT OF ACCESS**

The Company, its agents, employees, and other The Company-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by The Company hereunder, and for any other purpose deemed reasonable by The Company. The Company may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of The Company equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, The Company will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

**15. GENERAL**

The rates and charges in this Tariff are applicable only for physical collocation arrangements in Eligible Structures as defined in Paragraph 19.2 of this Tariff. The Company allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. The Company will rent parking spaces to Collocators on a first-come, first-served basis if such space is available. Collocators may not park in spaces that are reserved for The Company vehicles and which are designated as reserved. The Company shall not unreasonably reserve for its own use all parking at the Eligible Structure.

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**15. GENERAL (cont'd)**

Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and The Company are required to follow all posted traffic and The Company signs and follow all applicable parking and traffic laws and ordinances.

The rates and charges in this Tariff do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.

If The Company is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, The Company will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

Should The Company benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.

Should The Company be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), The Company shall absorb all of the costs related to such an upgrade.

The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in negotiated interconnection agreement and any applicable The Company Tariffs.

The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the Collocator chooses a month-to-month term.

**16. PREPARATION CHARGES**

Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Section 20, Rates and Charges, following.

The Company will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by The Company for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. The Company will permit Collocators to review the contractor invoices.

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**16. PREPARATION CHARGES (cont'd)**

To insure efficient use of space, The Company will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. The Company will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. The Company will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.

The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of The Company, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with The Company, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

The Collocator may elect to install its own Point of Termination (POT) Frame, or request that The Company provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, The Company may still provide and install the required DC power panel.

**17. CHARGES****17.1 Monthly Charges**

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in Section 20 Rates and Charges, following, for use of the Dedicated Space.

**17.2 Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

With respect to any preparation of the Dedicated Space, the Collocator shall pay The Company fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

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**17. CHARGES (cont'd)****17.2 Nonrecurring Charges (cont'd)**

The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

**17.3 Individual Case Basis (ICB)**

The Company may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Tariff.

**17.4 Outstanding Balances**

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

**18. REGENERATION**

Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and The Company's cross-connect bay exceeds ANSI limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

**19. RATE REGULATIONS****19.1 Determination of Charges Not Established in Tariff (Custom Work Charges)**

Rate Elements - In the event that The Company seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Tariff, The Company shall be required to provide the quote for the rate element within the same time frames provided for in this Tariff. When The Company provides the price quote containing rate elements or charges that are not established in this Tariff, The Company shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Tariff.



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**19.1 Determination of Charges Not Established in Tariff (Custom Work Charges) (cont'd)**

In the event the Collocator disputes the rate element or charge proposed by The Company that is not specifically provided for in this Tariff, the Collocator shall notify The Company of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of the Collocator's notification, then the Collocator may file a request for dispute resolution with the Commission. In its request, the Collocator should provide a copy of The Company's price quote, a detailed explanation of the charges in dispute, and the Collocator's proposed charges and requested relief. The Commission shall resolve the complaint. Any Commission resolution or agreement reached by the Collocator and The Company after the dispute has been filed with the Commission shall be made public.

**19.2 Rate Elements**

All rates and charges for the following rate elements can be found in Section 20.

**A. Planning Fees**

The Planning Fee, as specified in The Company's Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin, recovers The Company's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the physical collocation arrangements. The initial Planning Fee will apply to the Collocator's physical collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires The Company to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in paragraph 21.1 following.

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**19. RATE REGULATIONS (cont'd)****19.2 Rate Elements (cont'd)****B. Floor Space Charges****1. Caged Collocation**

The caged collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by The Company within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

The Company will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first Collocator in The Company premises will not be responsible for the entire cost of site preparation and security. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in paragraph 19.2 (c) following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

In addition, terms and conditions for contractors performing cage construction activities as set forth in paragraph 16 preceding will apply.

If the Collocator elects to install, or requests that The Company provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in paragraph 19.21.3 following applies.

**a. Eligible Structure Floor Space Charges**

Consists of the following elements which are based on the average cost for The Company within Wisconsin:

- Construction costs
- Operating costs

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**19. RATE REGULATIONS (cont'd)****19.2 Rate Elements (cont'd)****B. Floor Space Charges (cont'd)****1. Caged Collocation (cont'd)****b. Site Conditioning Charge, per square foot**

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

**c. Common Systems Materials Charge**

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

**d. Safety and Security, per square foot**

This charge represents reasonable costs incurred by The Company to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

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**19. RATE REGULATIONS (cont'd)**

## 19.2 Rate Elements (cont'd)

## B. Floor Space Charges (cont'd)

## 1. Caged Collocation (cont'd)

## d. Safety and Security, per square foot (cont'd)

- Interior Security Partition separating The Company equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

## e. Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.2 following.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

## f. RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

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**19. RATE REGULATIONS (cont'd)****19.2 Rate Elements (cont'd)****B. Floor Space Charges (cont'd)****2. Cageless Collocation**

The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by The Company within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

The Company will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocators shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in The Company premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

**a. Floor Space Charges**

Consists of the following elements which are based on the average cost for The Company within Wisconsin:

- Construction costs
- Operating costs

**b. Site Conditioning Charge**

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox

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**19. RATE REGULATIONS (cont'd)**

## 19.2 Rate Elements (cont'd)

## B. Floor Space Charges (cont'd)

## 2. Cageless Collocation (cont'd)

## b. Site Conditioning Charge (cont'd)

- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

## c. Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

## d. Safety and Security

This charge represents reasonable costs incurred by The Company to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating The Company equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks

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**19. RATE REGULATIONS (cont'd)****19.2 Rate Elements (cont'd)****B. Floor Space Charges (cont'd)****2. Cageless Collocation (cont'd)****d. Safety and Security**

- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

**3. Caged Common Collocation Wisconsin**

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by The Company within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

Caged Common Collocation space will be provided where space permits when five (5), or more Collocators have provided The Company with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, The Company will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, The Company will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

The Company will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in paragraph 16.

The Company will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in The Company's premises will be responsible only for its pro rata share of the cost of site preparation and security.

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**19. RATE REGULATIONS (cont'd)**

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## 19.2 Rate Elements (cont'd)

## B. Floor Space Charges (cont'd)

## 3. Caged Common Collocation Wisconsin (cont'd)

Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in paragraphs 22.1.

Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

## a. Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for The Company within Wisconsin.

- Construction costs
- Operating costs

## b. Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

## c. Common Systems Materials Charge

Consists of the following elements per linear foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

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**19. RATE REGULATIONS (cont'd)**

## 19.2 Rate Elements (cont'd)

## B. Floor Space Charges (cont'd)

## 3. Caged Common Collocation Wisconsin (cont'd)

## d. Safety and Security

This charge represents reasonable costs incurred by The Company to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating The Company equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event The Company elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate The Company's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under cageless option.

## e. Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.3.1 following.

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**19. RATE REGULATIONS (cont'd)****19.2 Rate Elements (cont'd)****B. Floor Space Charges (cont'd)****3. Caged Common Collocation Wisconsin (cont'd)****e. Cage Preparation (cont'd)**

Grounded wire partition

- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

**f. RSM Option**

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

**C. DC Power Consumption**

The DC Power Charge consists of use of the DC power system, with AC input and AC backup for redundant DC power expressed on a per amp basis. The cost for HVAC to support DC Power Consumption is recovered as a separate but related rate element on a per 10-amp basis. DC Transmission Energy Charge provided per 2" mounting space consists of the AC energy to provide redundant DC power to an CEV/HUT/Cabinet arrangement expressed in a monthly rate.

**D. Power Arrangement Provisioning**

The Power Arrangement is the cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2- 50 AMP, or 2-100 AMP feeds.

**E. DC Power Panel (Maximum 50 AMP) (Optional)**

This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by The Company.

(C)

(C)

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2nd Revised Sheet No. 14  
Cancels  
1st Revised Sheet No. 14

**19. RATE REGULATIONS (cont'd)****19.2 Rate Elements (cont'd)****F. DC Power Panel (Maximum 200 AMP) (Optional)**

At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by The Company technical support. This rate element may be provided by The Company.

**G. Eligible Structure Ground Cable Arrangement, Each**

The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

**H. Security Cards**

The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in paragraph 21.8 following. The Company will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the CLEC ONLINE website. In emergency or other extenuating circumstances (but not in the normal course of business), collocators may request that the twenty-one (21) day interval be expedited, and The Company will issue the access and/or ID cards as soon as reasonably practical.

**I. Standard Frame or Cabinet, Each (Optional)**

The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by The Company or may request that The Company provide and install the bay or cabinet in the cageless space only. If the Collocator elects for The Company to provide a bay or cabinet, the rates and charges are as found in Paragraph 21.13. When, at the Collocator's option, a bay or cabinet is placed in space designated by The Company, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and The Company facilities, previously referred to as "Point of Termination (POT) bay."

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**19. RATE REGULATIONS (cont'd)**

(N)

## 19.2 Rate Elements (cont'd)

## J. Entrance Facility Conduit to Vault, Per Cable Sheath

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between The Company designated manhole and the cable vault of the Eligible Structure.

## K. Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber Charge reflects the time interval spent by The Company in pulling the Collocator's cable facilities from The Company designated manhole, through The Company cable vault and through The Company cable support structure to the collocator's equipment.

## L. Interconnection Arrangement Options

Collocators will select one or more of the interconnection arrangements listed below.

## 1. DS1 Interconnection Arrangement (DSX or DCS), Each

The Company-provided arrangement of twenty eight (28) DS1 connections per arrangement between the Collocator's optional POT Frame or equipment bay and The Company network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and The Company's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in paragraph 21.16(A) following.

## 2. DS3 Interconnection Arrangement (DSX or DCS), Each

The Company-provided arrangement of one (1) DS3 connection per arrangement between the Collocator's optional POT Frame or equipment bay and The Company network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and The Company's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in paragraph 21.16(B) following.

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19. RATE REGULATIONS (cont'd)

19.2 Rate Elements (cont'd)

L. Interconnection Arrangement Options (cont'd)

3. Copper Cable Interconnection Arrangement, Each

The Company provided arrangement that provides one hundred (100) copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and The Company network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame.

M. Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to The Company network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame.

N. Bits Timing (Per two circuits) (Optional)

The Company provided single signal from The Company timing source to provide synchronization between a Collocator's single network element and The Company's equipment.

O. Timing Interconnection Arrangement (Optional)

Timing lead (1 pair) of wires provided by The Company to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay.

P. Collocation Availability Space Report Fee

This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that The Company is undertaking to make additional space available for collocation.

(N)

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**19. RATE REGULATIONS (cont'd)**

(N)

**19.2 Rate Elements (cont'd)**

**Q. Pre-visits**

**General Applications**

Prior to submitting an application, the prospective collocator may elect to arrange with The Company to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit The Company's Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of The Company site-specific drawings or make any notations.

For pre-visits, The Company will limit the number of The Company employees attending the pre-visit to one of The Company's employee, unless a different number of The Company employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the collocator will be charged for the time The Company employees spend traveling and will be based on fifteen-minute increments.

**R. Construction Inspections**

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time The Company employees spend traveling and will be based on fifteen (15)-minute increments.

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**19. RATE REGULATIONS (cont'd)**

(N)

**19.2 Rate Elements (cont'd)****S. Adjacent On-Site Structure Arrangements****1. Adjacent On-Site Structure Arrangements**

If a Collocator elects to provide an adjacent On-site structure as described in paragraph 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside The Company Eligible Structure, The Company will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in Paragraph 20.20 following. In addition, should the Collocator elect to have The Company provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

**2. Adjacent On-Site Planning Fee**

An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent on-site structure and the ILEC on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent on-site structure.

**T. Adjacent Off-Site Arrangement****1. Adjacent Off-Site Structure Arrangements**

If the collocator elects to provide an adjacent off-site structure as defined in paragraph 2.0. of this tariff and as described in paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside The Company Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, The Company will provide the following sub-elements to the extent technically feasible. The Adjacent Off-Site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of The Company's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-Site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in paragraph 20(S).

(N)

**19. RATE REGULATIONS (cont'd)**

(N)

**19.2 Rate Elements (cont'd)****T. Adjacent Off-Site Arrangement (cont'd)****2. Planning Fee Adjacent Off-site Arrangement**

Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent off-site structure and the ILEC on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent off-site structure. Rates and charges are found in paragraph 20(T) following.

**U. Conduit Space for Adjacent Off-site Arrangement**

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between The Company designated manhole and the cable vault of the eligible structure. Rates and charges are as found in paragraph 20(U) following.

**V. Two Inch Vertical Mounting space in CEVs, Huts and Cabinets**

A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

**W. Miscellaneous Charges (Optional)**

Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or Cabinet.

**X. Collocation to Collocation Connection**

This rate element includes physical-to-physical, cageless-to-cageless, and physical-to-virtual connection options.

**1. Fiber Cable (12 Fibers)**

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

(N)



**19. RATE REGULATIONS (cont'd)**

**19.2 Rate Elements (cont'd)**

**X. Collocation to Collocation Connection (cont'd)**

**2. Copper Cable (28 DS1s)**

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

**3. Coax Cable (1 DS3)**

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

**4. Cable Racking and Hole**

This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each physical collocation arrangement(s) at an Eligible Structure.

**5. Route Design**

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

(N)

(N)

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**20. RATES AND CHARGES**

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>A. Planning Fees</b>		
1. Caged Collocation		
- Planning - Central Office (per SF used by CLEC)	\$0.09	\$ 7.55
- Initial	None	5,244.43
- Subsequent - Inter. Cabling	None	2,267.04
- Subsequent - Power Cabling	None	2,306.10
- Subsequent - Inter./Power Cabling	None	2,884.60
2. Cageless Collocation		
Planning - Central Office (per frame used by CLEC)	1.13	75.54
- Initial	None	4,601.93
- Subsequent - Inter. Cabling	None	2,267.04
- Subsequent - Power Cabling	None	2,306.10
- Subsequent - Inter./Power Cabling	None	2,884.60
3. Cage Common Collocation		
Planning - Central Office		
- Per Linear Foot	0.44	29.24
- Initial		
Per Request	None	4,601.93
- Subsequent Inter. Cabling Only		
Per Request	None	2,267.04
- Subsequent Power Cabling Only		
Per Request	None	2,306.10
- Subsequent Inter/Power Cabling		
Per Request	None	2,884.60
4. Non-standard Planning Fee		
Caged, Cageless, and Caged Common		
Per Request	None	1,436.00
5. CEVs, Huts, Cabinets		
Planning -Standard	None	631.17
<b>B. Floor Space Charges</b>		
1. Caged Collocation		
a. Floor Space Charges (per square foot)	5.97	None
b. Site Conditioning		
Space Charge		
(per square foot)	00.00	9.28

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## 20. RATES AND CHARGES (cont'd)

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
B. Floor Space Charges (cont'd)		
1. Caged Collocation (cont'd)		
c. Cage Common Systems Material Charge (per square foot)	\$ 00.44	\$ 59.86
d. Safety and Security (per square foot)	00.00	19.56
e. -Cage Preparation (Per square foot)	00.27	19.70
f. - RSM Option		
Additional Dedicated HVAC Charge	None	3,100.00
Dedicated Power Plant Floor Space Charge	394.00	None
Augments are same as above per square foot		
2. Cageless Collocation		
a. Floor Space Charges Per frame	64.21	00.00
b. Site Conditioning Space Charge	00.00	92.81
c. Cageless Common Systems Material Charge Per frame	9.35	760.45
d. Safety and Security Per frame	00.00	195.57
3. Caged Common Collocation		
a. -Floor Space Charges Caged Common per linear foot of rack space	24.87	None
b. -Site Conditioning Per Bay	None	92.81
c. -Common Systems Materials Charge Per Linear Foot of Rack Space	3.62	294.37
d. -Safety & Security, Caged Common per Frame	None	195.57

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## 20. RATES AND CHARGES (cont'd)

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
B. Floor Space Charges (cont'd)		
3. Caged Common Collocation (cont'd)		
e. -Cage Preparation Charge		
Per Linear Foot of Rack Space	\$ 1.00	\$157.00
f. -RSM Option		
Additional Dedicated HVAC Charge	None	3,100.00
Dedicated Power Plant Floor Space Charge	394.00	None
C. DC Power Consumption		
1. (Caged, Cageless, and Caged Common Arrangements)		
- Per AMP	10.61	None
- HVAC (Per 10 Amps)	14.62	None
2. Adjacent On-site Arrangements		
DC Power, Standard Power Consumption Arrangements (Adjacent On-site)		
- Per AMP	10.61	None
3. CEV, Hut, and Cabinet		
DC Power Consumption, (CEV, Hut, and Cabinet)		
- Per 2" Mounting Space	1.27	None
D. Power Arrangement Provisioning		
1. (Caged, Caged Common) Collocation		
- 2-20 Amp Power Feeds	7.74	1,570.84
- 2-50 Amp Power Feeds	9.57	1,954.85
- 2-100 Amp Power Feeds	11.39	2,344.44

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**20. RATES AND CHARGES (cont'd)**

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
D. Power Arrangement Provisioning (cont'd)		
2. (Cageless) Collocation		
- 2-20 Amp Power Feeds	\$ 7.74	2,262.52
- 2-50 Amp Power Feeds	9.57	2,749.10
- 2-100 Amp Power Feeds	11.39	3,236.32
3. (Adjacent On-site Collocation) Power Delivery Provisioning Charge		
- 2-100 Amp Power Feeds	13.84	7,853.86
- 2-200 Amp Power Feeds	13.84	14,584.00
- 2-300 Amp Power Feeds	13.84	20,338.00
- 2-400 Amp Power Feeds	13.84	28,143.00
For Augments the Power Delivery Charge Same As Above.		
E. DC Power Panel (Max. 50 Amp) (Optional)	15.77	3,079.47
F. DC Power Panel (Max. 200 Amp) (Optional)	18.75	3,659.46
G. Eligible Structure Ground Cable Arrangement		
Per square foot (Caged)	00.03	0.92
Per frame (For Cageless)	00.33	15.32
per linear foot (For Caged Common)	0.13	5.93
H. Security Cards		
Access Cards,		
per 5 cards, new & replacement	00.00	123.35
Expedite Request		
per 5 cards, new & replacement	00.00	203.35
I. Optional Standard Frame or Cabinet, each		
Standard Bay	8.89	721.28
cabinet/Large Bay	17.78	3,470.81
J. Entrance Facility Conduit to vault (per cable sheath)	8.76	00.00

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**20. RATES AND CHARGES (cont'd)**

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
K. Entrance Fiber Charge, (per cable sheath)		
1. Caged, Cageless, and Caged Common Collocation	\$ 4.85	\$1,619.88
2. Adjacent On-Site Collocation		
a. Fiber Cable Placement per cable sheath	2.13	976.96
b. Entrance Fiber Racking per fiber cable sheath	1.55	None
3. CEV HUT and Cabinet		
a. Fiber Cable Placement per sheath	00.00	53.58
b. Entrance Conduit per sheath	2.61	None
L. Interconnection Arrangement Options (ILEC to CLEC)		
1. DS1 Arrangements		
a. (Caged, Cageless, Caged Common) - DS1 Arrangement (28 DS1s) - DCS Company provides cabling and terminations	297.44	3,613.06
b. Adjacent On-site Collocation - DS1 Arrangement (28 DS1s) - DCS Company provides cabling and terminations	439.98	2,341.45
c. Adjacent Off-site Collocation - DS1 Arrangement (28 DS1s) - DCS Company provides cabling and terminations	439.96	1,830.99
d. (Caged, Cageless, Caged Common) - DS1 Arrangement (28 DS1s) - DSX Company provides cabling and terminations	9.79	1,346.48
e. Adjacent On-site Collocation - 1. DS1 Arrangement (28 DS1s) - DSX Company provides cabling and terminations	35.04	2,341.45

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**20. RATES AND CHARGES (cont'd)**

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
L. Interconnection Arrangement Options (ILEC to CLEC) (cont'd)		
1. DS1 Arrangements (cont'd)		
f. Adjacent Off-site Collocation		
- DS1 Arrangement (28 DS1s) - DSX		
- Company provides cabling and terminations	\$ 35.03	\$1,830.99
g. Adjacent Off-site Collocation		
- DS1 Arrangement (450 DS1s) - MDF		
- Connection to MDF		
- The Company places and terminates cable	311.43	485.31
2. DS3 Arrangements		
a. Caged, Cageless, Caged Common - DS3 Arrangement (1 DS3) - DCS Company provides cabling and terminations	115.58	2,181.58
b. Adjacent On-site Collocation - 1. DS3 Arrangement (1 DS3) - DCS Company provides cable and terminations	242.36	598.33
c. Caged, Cageless, Caged Common - DS3 Arrangement (1 DS3) - DSX Company provides cable and terminations	7.14	603.89
d. Adjacent On-site Collocation - 1. DS3 Arrangement (1 DS3) - DSX Company provides cable	12.36	598.33
3. Copper Cable Interconnection, Non- Shield and Shielded Cable Arrangement (100 pairs)		
a. Caged, Cageless, and Caged Common Collocation, Company provides cabling and terminations	4.92	1,027.16

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**20. RATES AND CHARGES (cont'd)**

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
L. Interconnection Arrangement Options (ILEC to CLEC) (cont'd)		
3. Copper Cable Interconnection, Non-Shield and Shielded Cable Arrangement (100 pairs) (cont'd)		
b. Adjacent On-Site Collocation, Company provides cabling and terminations	\$ 6.19	\$1,371.93
c. Adjacent Off-site (900 Pairs) Company places and terminates cable	311.43	485.31
M. Optical Circuit Arrangement (12 Fibers),		
1. Caged, Cageless, Caged Common Collocation	6.55	1,779.78
2. Adjacent On-Site Collocation Company provides cables and terminates	8.25	3,751.22
3. Adjacent Off-site Collocation) Company places and terminates cable	9.02	3,370.20
N. Bits Timing (Optional) - per two circuits	3.58	698.82
O. Timing Interconnection Arrangement - (2 Timing Leads per Linear ft.)	00.08	14.81
P. Collocation Space Availability Report Charge		
- Report Fee, per Report and per Eligible Structure Requested	None	168.04
Q. Pre-visits		
- Collocation Ser. Mgr. - 2nd Level per 15 minute	None	23.23
- Comm. Tech - Craft per 15 minutes	None	19.60

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**20. RATES AND CHARGES (cont'd)**

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Q. Pre-visits (cont'd)		
- CO Manager - 1st Level per 15 minutes	None	\$ 19.72
- Floor Space Planning - 1 <sup>st</sup> Level per 15 minutes	None	19.24
R. Construction Inspections		
- Project Manager - 1st Level per 15 minutes	None	19.24
- Collocation Ser. Mgr. - 2nd Level per 15 minutes	None	23.23
S. Adjacent On-Site Structure		
1. - Planning Fees	None	9,268.73
- Initial (per request)	None	1,606.77
- Subsequent		
2. - Land Rental, per square foot	00.44	None
3. - Extension of 100 AMP AC Service from C.O. Switchboard (optional)	None	6,447.00
4. - AC Usage, per KWh	00.05	None
5. - Cable Rack		
- DC Power Cable Rack	13.64	2,667.22
- Fiber Cable Rack	20.63	None
- Interconnection Arrangements (Copper) Racking	30.63	None
6. - Conduit Placement		
- DC Power Conduit (Per 2-Ducts)	None	7,386.71
- Fiber Conduit (Per 1-Duct)	None	4,711.89
- Interconnection Arrangements Conduit (Per 2-Duct)	None	5,545.50
T. Adjacent Off-Site Arrangement		
- Planning Fee	None	1,254.32
U. Conduit Space Adjacent Off-Site Arrangement		
- Per Innerduct	1.17	None

(N)

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**20. RATES AND CHARGES (cont'd)**

(N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
V. Rack Mounting Plate (CEV, Hut, or Cabinet)		
1. Space in cabinets (2" Mounting Space)		
- Large cabinet size	\$1.63	None
- Medium cabinet size	2.19	None
- Small cabinet size	3.29	None
2. In Huts		
- Maxihut	0.77	None
- Minihuts	1.33	None
3. In CEVs		
- 24 foot	1.64	None
- 16 foot	1.77	None
W. Miscellaneous Collocation Charges (Optional)		
Standard Equipment Bay	8.89	\$ 721.28
Non-Standard Cabinet Bay	17.78	3,470.81
VF/DSO Termination Panel/module	3.10	605.64
DDP-1 Panel/Jack Access Card	8.08	1,576.65
DS3/STS-1 Interconnect Panel	2.38	465.47
DS3 Interconnect Module	0.45	87.35
Fiber Optic Splitter Panel	1.52	297.00
Fiber Termination Dual Module	1.37	267.88
Collocation to Collocation Connection Physical to Physical		
1. Fiber Cable (12 Fibers)		
- The Company Provides Cable and Installs	1.38	1,404.07
2. Copper Cable (28 DS1s)		
- The Company Provides Cable and Installs	1.41	982.35
3. Coax Cable (1 DS3)		
- The Company Provides Cable and Installs	1.30	433.86

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**20. RATES AND CHARGES (cont'd)**

(N)

The following rates and charges apply for physical collocation requests:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Collocation to Collocation Connection Physical to Physical (cont'd)		
4. Cable Racking and Hole		
- For Optical (Per Cable)	\$00.82	\$ 00.00
- DS1 (Per Cable)	00.57	00.00
- DS3 (Per Cable)	00.50	00.00
5. Route Design		
- Per Request	None	424.88
Physical to Virtual	Same as Cageless to Cageless	

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities**

(N)

When the Collocator selects the option to provide, install, and terminate their interconnection and power cabling with The Company Approved Vendor, the following paragraphs will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Sections 22 and 23 following.

- 21.1 The Collocator has the option to provide, install and terminate their interconnection cabling between the Collocator's Dedicated Space and The Company Main Distribution Frame or its equivalent by The Company Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator selects this option, The Company will install and stencil termination blocks or panels at The Company Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found in Section 21.3 (A-G). The Collocator's The Company Approved Vendor must obtain an approved Method Procedures (MOP) from The Company and follow The Company's Technical Publication TP 76300MP for installation of equipment and facilities;
- 21.2 The Collocator has the option to provide, install, and terminate their power cable leads between Collocator's Dedicated Space and The Company's Battery Distribution Fuse Bay (BDFB) by The Company Approved Power Installation Vendor. When The Company designated power termination point is at the Power Plant Primary Distribution, the Collocator's The Company Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact The Company Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to The Company Power Plant Primary Distribution, which will be performed by The Company. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.1 above.

(N)

**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.2 (cont'd)**

Intervals and provisioning for this option are found in Section 21.3 (A-G). The Collocator's The Company Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from The Company and follow The Company's Technical Publication TP 76300MP for installation of equipment and facilities.

**21.3 Interval (Collocator Installs Interconnection and Power Cabling)**

- A. The intervals set forth in this section 21.3 apply only when Collocator installs interconnection and power cabling. The Company will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If The Company determines that Collocator's Physical Collocation Application is unacceptable, The Company shall advise Collocator of any deficiencies within this ten (10) calendar day period. The Company shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- B. The delivery interval relates to the period in which The Company shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date The Company receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide The Company, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as The Company has received such response and payment. If the Collocator has not provided The Company such response and payment by the twelfth (12) calendar day after the date The Company notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until The Company's receipt of the confirmatory response in writing from the Collocator with applicable fees.

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.3 Interval (Collocator Installs Interconnection and Power Cabling)  
(cont'd)**

- C. The delivery interval for Caged or Cageless Physical Collocation is determined by The Company taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

The delivery interval assigned will be provided to the Collocator by The Company with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by The Company from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (1)

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by The Company from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by The Company.

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.3 Interval (Collocator Installs Interconnection and Power Cabling)  
(cont'd)****C. (cont'd)**

For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by The Company will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

D. The second fifty percent (50%) payment must be received by The Company prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by The Company.

E. For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

The delivery interval for the above Augments is determined by The Company taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.3 Interval (Collocator Installs Interconnection and Power Cabling)  
(cont'd)****E. (cont'd)**

The delivery interval assigned will be provided to the Collocator by The Company with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by The Company from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (2)

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 - 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by The Company from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.3 Interval (Collocator Installs Interconnection and Power Cabling)  
(cont'd)**

- F. For all Augments other than provided above, The Company will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- G. Within twenty (20) calendar days or mutually agreed upon time, from The Company's receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

**21.4 Rates Elements for The Company Central Offices****A. Caged Collocation**

When a collocator constructs its own cage and related equipment, the collocator will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in paragraph 22 (A) following. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

**B. Power Arrangement**

When the Collocator selects the option to provide and install their power cable by The Company Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to The Company Battery Distribution Fuse Bay or Power Plant Primary Distribution, but The Company approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-Site structure will not apply when provided and installed by CLECs The Company Approved Vendor. This is expressed as a monthly rate as specified in 22 (B).

- C. When the Collocator options to pull the Collocator's provided fire retardant entrance fiber optic cable under The Company observation, through The Company cable vault to the Collocator's equipment with The Company approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but The Company approved vendor will have access. Rates and charges are as found in paragraph 22 (C) following.

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.4 Rates Elements for The Company Central Offices (cont'd)****D. Voice Grade Interconnection**

When the Collocator selects the option to provide and install their interconnection cabling by an The Company approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (D).

**E. DS-1 Interconnection Arrangement to DCS**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (E).

**F. DS-1 Interconnection Arrangement to DSX**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (F).

**G. DS-3 Interconnection Arrangement to DCS**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (G).

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.4 Rates Elements for The Company Central Offices (cont'd)**

**H. DS-3 Interconnection Arrangement to DSX**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (H).

**I. Fiber Interconnection Arrangement**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (I).

**J. Collocation to Collocation Connection**

This rate element includes virtual to virtual and virtual to physical connection options.

**1. Fiber Cable**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (J) (1).

**2. Copper Cable**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (J) (2).

**3. Coax Cable**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (J) (3).

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**21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**21.4 Rates Elements for The Company Central Offices (cont'd)****J. Collocation to Collocation Connection (cont'd)****4. Cable Racking and Hole**

This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in 22 (J) (4).

**5. Route Design**

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in 22 (J) (5).

**22. CENTRAL OFFICES****22.1 Rates and Charges for CLECs Doing Own Work**

The rate elements below represent the charges associated with CLEC's providing, installing, and terminating their interconnection and power cabling, as well as placing entrance fiber by The Company Approved Vendor. When the Collocator selects the option to build their own cage by The Company Approved Vendor, the AC Circuit Placement Charge in 22.1 (A) will apply. However, the rates and charges within CDOW are not comprehensive. There are rates and charges from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Section 22 following.

	Rate Per Month	Nonrecurring Charge
Caged Collocation		
A. AC Circuit Placement Charge (CLEC Approved Vendor installs Cage) (Per square foot of floor space requested)	\$0.00	\$ 5.29
B. Power Arrangement Provisioning		
Caged, Cageless, and Caged Common (CLEC Approved Vendor provides and installs)		
2-20 AMP Power Feeds	.25	48.23
2-50 AMP Power Feeds	.25	48.23
2-100 AMP Power Feeds	.25	48.23

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**22. CENTRAL OFFICES (cont'd)**

(N)

## 22.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	Rate Per Month	Nonrecurring Charge
Caged Collocation (cont'd)		
B. (cont'd)		
(Adjacent On-site Collocation)		
Extension of Power Cables		
Power Delivery Provisioning		
Charge (CLEC Approved Vendor		
provides and installs)	\$0.00	\$ 0.00
- 2-100 Amp Power Feeds	0.00	0.00
- 2-200 Amp Power Feeds	0.00	0.00
- 2-300 Amp Power Feeds	0.00	0.00
- 2-400 Amp Power Feeds	0.00	0.00
C. Entrance Fiber Charge, per cable		
sheath		
Caged, Cageless, and Caged Common		
(CLEC Approved Vendor places)		
- CLEC places Entrance Fiber	4.85	809.13
Adjacent On-site (CLEC Approved		
Vendor places)		
- Fiber Cable Placement per fiber	2.13	488.48
cable sheath		
- per Rack/Conduit Duct	1.55	None
D. Voice Grade Interconnection		
(Collocator provides and installs )		
Caged, Cageless, and Caged Common		
Arrangement (Non-Shielded and		
Shielded)		
(Per 100 Pairs)	3.86	156.02
Adjacent On-site Collocation		
Arrangement (Non-Shielded and		
Shielded)		
(Per 100 Pairs)	3.86	156.02
Adjacent Off-site		
(Per 900 Pairs)	311.43	None

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**22. CENTRAL OFFICES (cont'd)**

(N)

## 22.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
Caged Collocation (cont'd)		
E. DS1 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DCS (Per 28 DS1s)	\$295.42	\$3,105.79
Adjacent On-site Collocation Arrangement to DCS (Per 28 DS1s)	295.42	3,105.79
Adjacent Off-site Collocation Arrangement to DCS (Per 28 DS1s)	439.96	None
F. DS1 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DSX (Per 28 DS1s)		
Adjacent On-site Collocation Arrangement to DSX (Per 28 DS1s)	6.07	486.89
Adjacent Off-site Collocation Arrangement to DSX (Per 28 DS1s)	35.03	None
DS1 Arrangement (450 DS1s) - MDF - Connection to MDF	311.43	None
G. DS3 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DCS(Per DS3)	115.30	1,809.40
Adjacent On-site Collocation Arrangement to DCS(Per DS3)	115.30	1,809.40

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**22. CENTRAL OFFICES (cont'd)**

(N)

## 22.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
Caged Collocation (cont'd)		
H. DS3 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DSX (Per DS3)	\$ 5.69	\$116.67
Adjacent On-site Collocation Arrangement to DSX (Per DS3)	5.69	116.67
I. Fiber Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement (12 Fibers)	3.76	495.49
Adjacent On-site Collocation Arrangement (Per 12 Fiber)	3.76	495.49
Adjacent Off-site Collocation Arrangement (Per 12 Fiber)	9.02	None
J. Collocation to Collocation Connection		
1. Fiber Cable (12 Fibers) - CLEC Provides Cable and Installs	.31	None
2. Copper Cable (28 DS1s) - CLEC Provides Cable and Installs	.18	None
3. Coax Cable (1 DS3) - CLEC Provides Cable and Installs	.12	None
4. Cable Racking and Hole For Optical (Per Cable) DS1 (Per Cable) DS3 (Per Cable)	.82 .57 .50	None None None
5. Route Design	None	424.88

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**23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION**

(N)

This Section of the Access Service Tariff provides for Virtual Collocation for the purpose of interconnecting to The Company for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251 (c) (2), and for access to The Company's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. §251 (c) (3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

Upon request from a Collocator, The Company will provide one of the following maintenance alternates for its virtual collocation offering:

1. In all of The Company's premises, The Company will offer virtual collocation wherein The Company maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Paragraphs 24 through 36 of this Tariff section.
2. In CEVs, huts and cabinets where physical collocation space is not available, a Collocator may opt for virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Paragraph 37 following and consistent with the rates, terms and conditions as provided for throughout this entire tariff section. The Company may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available. As described in Paragraph 37, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that THE UTILTY may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph and in Paragraph 37 is null and void and all virtual collocation will be maintained as described in Paragraph 1. above.

Virtual Collocation in the Central Office is available for interconnection with The Company for the transmission and routing of telephone exchange service and exchange access as well as The Company-provided UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with The Company-provided UNEs.

Rates for the individual UNEs the Collocator wants to gain access to for virtual collocation purposes can be found in the individual Collocator's Interconnection Agreement with The Company.

A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to The Company within The Company's Central Offices is contained in 19.36.1. (Rate Elements for The Company Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to The Company within The Company's CEVs, Huts and Cabinets is contained in 19.36.2 (Rate Elements for The Company CEVs, Huts and Cabinets).

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Original Sheet No. 44

**23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd)**

(N)

- 23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator.

Virtual Collocation provides for interconnection between The Company and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in The Company Central Offices and for interconnection with The Company-provided UNEs in The Company Central Offices and CEVs, Huts and Cabinets.

Virtual Collocation is available at The Company wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 and in The Company CEVs, Huts and Cabinets. Upon request, The Company will provide a listing of locations of The Company's CEVs, Huts or Cabinets.

The rate elements provided in this tariff section are required when Collocators use virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Collocator/The Company Interconnection Agreement. Unbundled network elements including associated cross connects are obtained from the Interconnection Agreement between the Collocator and The Company. Crossconnects associated with UNEs establish the circuit between the virtually collocated equipment and these cross connects are the point at which services provided and purchased from The Company/Collocator Interconnection Agreement begin. Virtually collocated equipment is available as follows:

- A. A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as described in The Company's Technical Publication.
- B. In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to The Company under 47.U.S.C. 251(C) (2) or accessing The Company's UNEs under 47.U.S.C. 251(C) (3) of the FTA 96. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to The Company's network "for the transmission and routing of telephone exchange service or exchange access," or for access to The Company's unbundled network elements "for the provision of a telecommunications service."

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**23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd)**

(N)

- 23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. The Company is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

In addition, The Company voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment."

The Company does not allow collocation of other Multifunctional Equipment, except that The Company will voluntarily allow collocation of RSMs solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the RSM will not be permitted; (2) the RSM equipment must be used only for the purpose of interconnection with The Company's network for the transmission and routing of telephone exchange service or exchange access or for access to The Company's unbundled network elements for the provision of a telecommunications service. The Company voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if The Company and Collocator mutually agree to such collocation.

(N)

**23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd)**

(N)

- 23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

For purposes of this section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. The Company will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

The Company voluntarily allows Collocators to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if The Company and Collocator mutually agree to such placement, in The Company's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), The Company voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an The Company Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in The Company or (2) requested by Collocator and accepted by The Company on the same basis as under the FCC's original, pre-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). The Company's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

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**23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd)**

(N)

- 23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

All types of network equipment placed in The Company network equipment areas of Eligible Structures by The Company or Collocators must meet The Company minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including The Company) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including The Company and its contractors when engineering and installing equipment.

In the event that The Company denied Collocation of Collocator's equipment, citing Safety Standards, The Company will provide within five (5) business days of Collocator's written request to The Company representative(s), a list of The Company equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such The Company equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

In the event The Company believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute, The Company or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

(N)

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**23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd)**

(N)

- 23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to The Company's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Eligible Structure in which the virtual collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Tariff.

- C. A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Tariff. If The Company chooses to have its personnel present when the CLEC equipment is installed, then The Company's presence will be at its own expense. However, if The Company demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this tariff, the CLEC is responsible for the quantifiable expense incurred by The Company.

23.2 Federal Telecommunications Act of 1996

The Company provides virtual collocation for interconnection to The Company for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251(c)(2), and for access to The Company's unbundled network elements pursuant to 47 U.S.C. §251(c)(3).

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Original Sheet No. 49

**23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd)**

(N)

**23.2 Federal Telecommunications Act of 1996 (cont'd)**

The use of virtual collocation for (1) interconnection to The Company or (2) access to The Company's unbundled network elements, in either case pursuant to 47 U.S.C. §251(c), is available at The Company wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4, and in The Company CEVs, Huts and Cabinets.

In addition, the following terms and conditions contained in the Wisconsin Bell Telephone Company's Physical Collocation Tariff shall apply to virtual collocation arrangements provided under this Tariff, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Paragraph 5.1- Certification, Paragraph 5.5-Hazardous Waste & Materials, Paragraph 5.6-Safety, Paragraph 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Paragraph 6.7- Late Payment Charge, Paragraph 6.8- Allowance for Interruptions, Paragraph 9.4-Threat to Personnel, Network, or Facilities, Paragraph 9.5-Interference or Impairment, Paragraph 9.7-Alterations, Paragraph 11-Re-entry.

**24. DEFINITIONS**

See Definitions Section 2, preceding.

**25. PROVISIONING**

Virtual collocation for Interconnection to The Company or access to The Company-provided UNEs is ordered as set forth in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin. The Company will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of Collocators.

The Company will provide Virtual Collocation for comparable equipment as it provides to itself in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

**26. COLLOCATOR RESPONSIBILITIES**

The customer will provide, under this section of the tariff, at its expense, all facilities and equipment required to facilitate interconnection and access to The Company's UNEs. The customer will, at its expense, provide the following:

- All plug-ins and/or circuit packs (working, spare, and replacements),

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**26. COLLOCATOR RESPONSIBILITIES**

(N)

- All unique tools and test equipment,
- Any ancillary equipment and cabling used for remote monitoring and control,
- Any technical publications and updates associated with all Collocator-owned and provided equipment,
- All training as described in Section 36.1(P),

The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on The Company property. Suitable replacements are to be immediately provided to The Company to restore equipment.

The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to The Company central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

**27. COOPERATIVE RESPONSIBILITIES**

The Company will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- Placement of Collocator's fiber into the central office vault,
- Location and completion of all splicing,
- Completion of installation of equipment and facilities,
- Removal of above facilities and equipment,
- To the extent known, the Collocator can provide forecasted information to The Company on anticipated additional Virtual Collocation requirements,
- To the extent known, the Collocator is encouraged to provide The Company with a listing of the equipment types that they plan to virtually collocate in The Company's central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that The Company personnel are properly trained on Collocator equipment.

(N)

**28. INTERVALS AND PROVISIONING**

(N)

**28.1 Quote Intervals**

Upon receipt of the Collocator's application and initial Planning Fee payment, The Company will begin development of the quotation. The Company will notify the Collocator as to whether its request for a virtual collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

In responding to an application request, The Company shall provide the quotation of the applicable nonrecurring and recurring tariff rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of virtual collocation interconnection:

Number of Applications  
By One Collocator

Quotations Interval

1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

A Collocator may obtain a shorter quote interval by scheduling a meeting with The Company at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

Once The Company has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.

(N)



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**28. INTERVALS AND PROVISIONING (cont'd)**

(N)

**28.1 Quote Intervals (cont'd)**

If the interconnector fails to respond within the forty-five (45) calendar day interval, should the interconnector decide at a later time to proceed with virtual collocation, a new application and Planning Fee will be required.

**28.2 Implementation Intervals**

A virtual collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, The Company will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The virtual collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the virtual collocation area.

The construction intervals for virtual collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for virtual collocation in Eligible Structures such as CEVs (Vaults), Huts and Cabinets.

When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With The Company installation of bay/sracks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bay/sracks/frames

Table 2-1

Where space is not suitable for central office equipment (e.g., it is not Active collocation space), The Company shall have an additional thirty (30) calendar days to prepare the space. Virtual collocation space is not reserved until the quotation is accepted.

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**28. INTERVALS AND PROVISIONING (cont'd)**

(N)

**28.2 Implementation Intervals**

When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, The Company will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The virtual collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. The Company will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where The Company will be installing all or some of the bays. The Company considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Public Service Commission of Wisconsin for determination.

**28.3 Installation of Virtual Collocation Equipment**

The Company does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

The Company will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

The Collocator and The Company must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, The Company will cooperatively test the collocated equipment and facilities with the Collocator.

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**28. INTERVALS AND PROVISIONING (cont'd)**

(N)

**28.3 Installation of Virtual Collocation Equipment (cont'd)**

The Company will provide TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to the CLECs at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

**28.4 Revisions**

All Revisions to an initial request for a virtual collocation arrangement submitted by the Collocator must be in writing via a new application form.

**Major Revisions:****Major revisions include:**

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

**Minor Revisions****Minor revisions include:**

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

This list is not all-inclusive. Any revisions to the Collocators application not specified above must be reviewed by The Company to determine whether the revision is major or minor.

(N)

**28. INTERVALS AND PROVISIONING (cont'd)**

(N)

**28.5 Augments**

In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to The Company Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

The Company will work cooperatively with Collocators to negotiate mutually agreeable implementation intervals for augments.

**29. EQUIPMENT PROVISIONING**

The Collocator will arrange to deliver to The Company central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

The Company does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

**30. REPAIR OF EQUIPMENT**

Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, The Company may perform necessary repairs without prior notification. The labor rates specified in Section 36.3(Q) apply to The Company central offices and The Company CEVs, Huts and Cabinets and are applicable for all repairs performed by The Company on the Collocator's facilities and equipment.

When initiating repair requests on Collocator owned equipment, the Collocator must provide The Company with the location and identification of the equipment and a detailed description of the trouble.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, The Company will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

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**31. MAINTENANCE OF EQUIPMENT**

The Collocator will request any and all maintenance by The Company on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide The Company with the location and identification of the equipment and a detailed description of the maintenance requested.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, The Company will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

**32. ALARM COLLECTION**

The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, The Company will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

**33. TERMINATION OF VIRTUAL COLLOCATION**

Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with The Company to remove the Collocator's equipment and facilities from The Company's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. The Company is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Company shall be responsible for exercising reasonable caution when removing virtually collocated equipment. The Company will only be responsible for damage done to such equipment caused by gross negligence on the part of The Company or its contractors during the removal process. However, Collocators will indemnify and hold The Company harmless for any damage done to virtually collocated equipment if The Company permits the Collocator to hire a contractor approved by The Company to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by The Company and stored in a non-Company location, at the expense of the Collocator.

(N)

(N)

**33. TERMINATION OF VIRTUAL COLLOCATION (cont'd)**

Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days, The Company may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Company and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when The Company instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

**34. REVISIONS**

Any revision to The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin, or its Technical Publication TP 76300MP, shall become effective and thereafter applicable under this tariff forty five (45) business days after such revision is released by The Company except for those particular revisions to which the Collocator specifically objects within thirty (30) business days of receipt, providing an explanation for each objection. Upon each such objections, The Company and the Collocator shall attempt to negotiate a resolution, either party may request resolution by the Wisconsin Public Service Commission. Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the Public Service Commission of Wisconsin.

**35. DISPUTE RESOLUTION PROCESS FOR REVISIONS OR IMPLEMENTATION OF TECHNICAL PUBLICATIONS**

Disputes that cannot be resolved by the parties regarding revisions to or implementation of The Company's technical publications that apply to virtual collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

**36. RATE REGULATIONS**

This section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to The Company and for Access to The Company provided UNEs when the Collocator provides the equipment.

There are two types of rates and charges that apply to the various rate elements for Virtual Collocation for interconnecting to The Company and for Access to The Company provided UNEs. These are non-recurring charges and monthly recurring rates.

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(N)

(N)

**36. RATE REGULATIONS (cont'd)**

(N)

Rates and charges specific to Virtual Collocation for interconnection with The Company for the transmission and routing of telephone exchange service and exchange access, and for access to The Company provided UNEs in The Company's Central Offices are set forth in 36.3 (Rates and Charges for The Company Central Offices). Rates and charges specific to Virtual Collocation for access to The Company provided UNEs in The Company CEVs, Huts and Cabinets are set forth in 36.4 (Rates and Charges for The Company CEVs, Huts and Cabinets).

**36.1 Rate Elements for The Company Central Offices**

Consistent with provisions in Section 23.1, the following provides a list of the specific rate elements for virtual collocation for interconnection with The Company for the transmission and routing of telephone exchange service and exchange access, and for access to The Company's provided UNEs to be used in conjunction with virtual collocation in The Company's Central Offices.

**A. Planning Fee**

The Planning Fee recovers The Company costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a virtual collocation arrangement. The Planning Fee also provides for The Company personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a virtual collocation arrangement or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified in 36.3(A)(1).

**B. Floor Space**

This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in The Company's central offices expressed as a monthly rate. Charges for the sub-elements are specified in section 36.3(B).

In those cases where an individual relay rack and its associated floor space are shared by The Company and the Collocator or among Collocators, the floor space and relay rack associated charges will be apportioned on a quarter rack basis.

(N)

**36. RATE REGULATIONS (cont'd)**

(N)

**36.1 Rate Elements for The Company Central Offices (cont'd)****C. Relay Rack (Optional)**

This sub-element provides the cost per Standard Bay relay rack when provided by The Company expressed as a monthly rate. The Company's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by The Company and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator this rate element will not apply. Charges for this element are specified in section 36.3(C).

**D. Common Systems Materials**

This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified in section 36.3(D). The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

**E. Real Estate**

These rate elements provide for The Company to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing this space (Safety and Security).

Charges for the sub-elements are specified in 36.3(E) (2).

**1. Site Conditioning**

Permits The Company to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified in 36.3(E) (1).

**2. Safety and Security**

Permits The Company to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified in 36.3(E) (2).

(N)



**36. RATE REGULATIONS (cont'd)**

(N)

**36.1 Rate Elements for The Company Central Offices (cont'd)****F. Entrance Fiber**

This sub-element provides for The Company pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Collocator/The Company Interconnection Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Tariff). Charges for this rate element are in 36.3(F)(1).

**1. Entrance Conduit, per sheath**

This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified in 36.3(F)(2).

**G. Power Arrangement**

This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, The Company will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified in 36.3(G)(1)-(2).

**H. Power Consumption****1. D.C. Power Per AMP**

The DC power charge consists of use of the DC power system, with AC input and AC backup for redundant power expressed as a monthly rate. This rate element also includes the AC Power Usage to provide DC power to the virtually collocated equipment. DC Power Charge is on a per AMP basis. Charges for this element are specified in section 36.3(H)(1).

(N)

**36. RATE REGULATIONS (cont'd)****36.1 Rate Elements for The Company Central Offices (cont'd)****H. Power Consumption (cont'd)****2. Heating, Ventilating, and Air Conditioning (HVAC)**

This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified in 36.3(H)(3).

**3. Ground Cable Arrangement**

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified in section 36.3(H)( ).

**I. Voice Grade Interconnection Arrangement**

This sub-element provides for the cost associated with providing 100 voice grade pairs Non-Shielded or Shielded between The Company's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified in section 36.3(I).

**J. DS-1 Interconnection Arrangement to DCS**

This sub-element provides for the cost associated with providing 28 DS-1 circuits between The Company's DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

Charges for this sub-element are specified in section 36.3(J).

**K. DS-1 Interconnection Arrangement to DSX**

This sub-element provides for the cost associated with providing 28 DS-1 circuits between The Company's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in section 36.3(K).

(N)

(N)

**36. RATE REGULATIONS (cont'd)**

(N)

**36.1 Rate Elements for The Company Central Offices (cont'd)****L. DS-3 Interconnection Arrangement to DCS**

This sub-element provides for the cost associated with providing one DS-3 circuit between The Company's DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in section 36.3(L).

**M. DS-3 Interconnection Arrangement to DSX**

This sub-element provides for the cost associated with providing one DS-3 circuit between The Company's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in section 36.3(M).

**N. Fiber Interconnection Arrangement**

This sub-element provides for the cost associated with providing 12 fibers between The Company's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in section 36.3(N).

**O. Timing Source Arrangement (Optional)**

The Company provided single signal from The Company's timing source to provide synchronization between a Collocator's single network element and The Company's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator. Charges for these sub-elements are specified in section 36.3(O).

**P. Training**

The Company is responsible for determining when training is necessary and how many of The Company's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for virtual collocation. The Company will be limited to request training for four (4) of The Company's personnel per location, unless a different number is mutually agreed upon by The Company and Collocator.

(N)

**36. RATE REGULATIONS (cont'd)**

(N)

**36.1 Rate Elements for The Company Central Offices (cont'd)****P. Training (cont'd)**

The Collocator may have The Company arrange for the required training of The Company's personnel. The non-recurring charges applicable for training are listed in Section 36.3(P) (Rates and Charges).

If The Company chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

1. arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and
2. arrange and pay to each individual supplier all costs associated with lodging and other than local transportation, such as airfare, required for The Company employee training.
3. arrange and pay all costs associated with The Company employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for The Company employee training.

The Company will work cooperatively with the Collocator to schedule The Company's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for The Company's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in 36.3(P) (Training) will be assessed to the Collocator.

**Q. Maintenance and Repair Labor Rates****1. Maintenance of Equipment**

This rate element is a labor rate charged by The Company to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

(N)

**36. RATE REGULATIONS (cont'd)**

(N)

**36.1 Rate Elements for The Company Central Offices (cont'd)****Q. Maintenance and Repair Labor Rates (cont'd)****1. Maintenance of Equipment (cont'd)**

For purposes of this Tariff, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified in 36.3(Q).

**2. Repair of Equipment**

This rate element is a labor rate charged by The Company to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day. For purposes of this Tariff, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified in 36.3(Q).

**R. Collocation-to-Collocation Connection**

This rate element includes virtual-to-virtual and virtual-to-physical connection options.

**1. Fiber Cable (12 Fiber)**

This sub-element provides for direct cabling using fiber cable (12 fibers) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 36.3(R) (1).

**2. Copper Cable (28 DSIs)**

This sub-element provides for direct cabling using copper cable (28 DSIs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 36.3(R) (2).

(N)

**36. RATE REGULATIONS (cont'd)****36.1 Rate Elements for The Company Central Offices (cont'd)****R. Collocation-to-Collocation Connection (cont'd)****3. Coax Cable (1 DS3)**

This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 36.3.(R) (3).

**4. Cable Racking and Hole**

This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified in 36.3(R) (4)

**5. Route Design**

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in 36.3(R) (5).

**S. Equipment Evaluation Cost**

This rate element is a labor rate charged by The Company to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Bellcore Network Equipment - Building Systems (NEBS). Charges for this element are specified in 36.3(S).

**T. Test and Acceptance**

This rate element is a labor rate charged by The Company to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified in 36.3(T).

**36.2 Rate Elements for The Company's CEVs, Huts and Cabinets**

The following provides a list of the specific rate elements for virtual collocation for access to The Company's provided UNEs in The Company's CEVs, Huts and Cabinets.

**36. RATE REGULATIONS (cont'd)****36.2 Rate Elements for The Company's CEVs, Huts and Cabinets (cont'd)****A. Entrance Cable Fiber**

This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the eligible structure, routing, securing and preparing the end for splicing or termination.

Charges for these sub-elements are specified in section 36.4(A).

**B. Entrance Conduit**

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between The Company CEV, Hut, or Cabinet and the Collocator structure. Rates and charges are as found in Paragraph 36.4(B) following.

**C. Power Consumption**

This sub-element provides for the use of power in the Hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found in 36.4(C).

**D. 24-Foot CEV**

This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(D).

**E. 16-Foot CEV**

This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(E).

**F. Maxi-Hut**

This sub-element provides for the use of mounting space within a Maxi-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(F).

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**36. RATE REGULATIONS (cont'd)**

(N)

**36.2 Rate Elements for The Company's CEVs, Huts and Cabinets (cont'd)****G. Mini-Hut**

This sub-element provides for the use of mounting space within a Mini-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(G).

**H. Large Cabinet**

This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(H).

**I. Medium Cabinet**

This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(I).

**J. Small Cabinet**

This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(J).

**K. Project Coordination Fee**

The project coordination fee provides for The Company personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified in 36.4(K).

(N)



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**36. RATE REGULATIONS (cont'd)**

(N)

## 36.3 Rates and Charges

	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
Central Offices		
A. Planning		
1. Planning Fee		
- Initial	\$00.00	\$5,555.76
- Subsequent (Interconnection Cabling)	00.00	2,224.49
- Subsequent (Power cabling)	00.00	2,303.84
- Subsequent (Interconnection and Power Cabling)	00.00	2,882.61
B. Floor Space		
- Per Bay Framework	28.91	00.00
C. Relay Rack		
Per Rack	22.19	00.00
D. Common Systems Material		
- Per Standard Bay	10.75	00.00
- Per Non Standard Bay	19.36	00.00
E. Real Estate		
1. Site Conditioning (Per Frame)	00.00	92.81
2. Safety and Security (Per Frame)	00.00	195.57
F. Entrance Fiber Placement		
1. Fiber Cable Placement per sheath	11.01	1,971.42
2. Entrance Conduit per sheath	8.17	00.00
G. Power Arrangement		
1. 2-20 AMP Feeds (Per 2-20 AMP Power Feeds)	7.74	1,570.84
2. 2-50 AMP Feeds (Per 2-50 AMP Power Feeds)	9.57	1,954.85

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**36. RATE REGULATIONS (cont'd)**

## 36.3 Rates and Charges (cont'd)

	Rate Per Month	Nonrecurring Charge
Central Offices (cont'd)		
H. Power Consumption		
1. DC Power Per AMP	\$ 10.61	00.00
2. Ground Cable Arrangement (Per Frame)	00.36	00.00
3. Heating, Ventilating, and Air Conditioning (Per 10 AMPS)	14.62	00.00
Interconnection Arrangement Options		
I. Voice Grade Interconnection Arrangement (Non-shielded or Shielded). (Per 100 Pairs)	4.94	1,481.37
J. DS1 Interconnection Arrangement to DCS (Per 28 DS1s)	297.44	4,067.27
K. DS1 Interconnection Arrangement to DSX (Per 28 DS1)	9.79	1,800.69
L. DS3 Interconnection Arrangement to DCS (Per DS3)	115.59	2,635.79
M. DS3 Interconnection Arrangement to DSX (Per DS3)	7.14	1,058.10
N. Fiber Interconnection Arrangement (12 Fiber Pairs)	6.55	1,996.19
O. Timing Source Arrangement		
Bits Timing (per 2 circuits)	3.58	698.82
Timing Lead (1 pair per circuit per linear ft. per pair)	00.08	14.81
P. Training		
1. Communications Technician, - Each 1/2 hour	00.00	39.21
2. C.O. Manager (LFO) - per 1/2 hour	00.00	39.45
3. Power Engineer, - per 1/2 hour	00.00	38.47
4. Equipment Engineer - per 1/2 hour	00.00	38.47

(N)

(N)

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**36. RATE REGULATIONS (cont'd)**

## 36.3 Rates and Charges (cont'd)

	Rate Per Month	Nonrecurring Charge
Central Offices (cont'd)		
Q. Maintenance and Repair Cost		
1. Staffed CO During Attended Hours		
- Each 1/4 hour	\$00.00	\$ 15.15
2. Staffed CO During Unattended Hours		
- Initial 4 Hours	00.00	242.35
- Each Additional 1/4 hour	00.00	15.15
3. Not Staffed CO/RT During Normal Business Day		
- Each Additional 1/4 hour	00.00	15.15
4. Not Staffed CO/RT During Non-Normal Business Day		
- Initial 4 hours	00.00	242.35
- each Additional 1/4 hour	00.00	15.15
R. Collocation-to-Collocation Connection		
1. Fiber Cable (12 Fibers)		
- The Company Provides Cable and Installs	3.32	1,095.09
2. Copper Cable (28 DS1s)		
- The Company Provides Cable and Installs	3.34	930.53
3. Coax Cable (1 DS3)		
- The Company Provides Cable and Installs	3.26	706.77
4. Cable Racking and Hole		
- For Optical (Per Cable)	00.90	00.00
- DS1 (Per Cable)	00.49	00.00
- DS3 (Per cable)	00.35	00.00
5. Route Design	00.00	463.36
S. Equipment Evaluation Cost		
Per 1/2 hour	00.00	38.47
T. Test and Acceptance		
Communications Technician, per 1/2 hour	00.00	39.21

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(N)

(N)

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**36. RATE REGULATIONS (cont'd)**

(N)

## 36.4 Rates and Charges

	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
CEVs, Huts and Cabinets		
A. Entrance Fiber Cable Placement Fiber (per Cable)	00.00	53.58
B. Entrance Conduit (per Fiber Cable Sheath)	2.61	00.00
C. Power Consumption (per 2-inch mounting space)	1.27	00.00
D. 24-Foot CEV (per 2-inch mounting space)	1.64	00.00
E. 16-Foot CEV (per 2-inch mounting space)	1.77	00.00
F. Maxi-Hut (per 2-inch mounting space)	00.77	00.00
G. Mini-Hut (per 2-inch mounting space)	1.33	00.00
H. Large Cabinet (per 2-inch mounting space)	1.63	00.00
I. Medium Cabinet (per 2-inch mounting space)	2.19	00.00
J. Small Cabinet (per 2-inch mounting space)	3.29	00.00
K. Project Coordination Fee (per CLEC Application/Augment)	00.00	631.17

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**37. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION**

(N)

Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

For purposes of virtually collocating equipment, The Company shall determine which Eligible Structures require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to The Company and other Collocators.

After Collocator has been provided with written notification by The Company that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocators may not enter an Eligible Structures without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, The Company shall immediately make available to Collocators those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, The Company shall not prevent the Collocator from entering the Eligible Structure. If The Company does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, The Company shall deliver the requested documents to Collocator immediately upon locating same.

The Company will provide a security escort with the Collocator paying the expense for the escort. The Company will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that The Company may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 37 and in Paragraph 23 (2) is null and void, and all virtual collocation will be maintained by The Company as described in Paragraph 23 (1).

Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocators must provide The Company with reasonable notice of the entry. Notice will be provided to The Company's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocators providing notice to The Company's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

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**37. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION (cont'd)**

(N)

The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of The Company security standards. Disciplinary procedures shall be established in accordance with Section 38.3 to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of The Company or other Collocators in jeopardy.

The Company may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

The Commission will permit The Company to recover the cost of such security devices from the Collocators in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by The Company's equipment suppliers with equivalent access.

Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this tariff and interconnection agreements.

**38. OBLIGATIONS OF THE COLLOCATOR****38.1 Indemnification of The Company**

Except as otherwise provided, the indemnity provisions of the Interconnection Agreement between The Company and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between The Company and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocator shall indemnify and hold harmless The Company, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property;

(N)

**38. OBLIGATIONS OF THE COLLOCATOR (cont'd)**

(N)

**38.1 Indemnification of The Company (cont'd)**

or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against The Company where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of The Company or its employees. The provisions in this section are reciprocal and applicable also to The Company.

The Company shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep The Company and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford The Company and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

**38.2 Insurance**

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- A. Workers' Compensation insurance with benefits afforded under the laws of the State of Wisconsin and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- B. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

(N)

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**38. OBLIGATIONS OF THE COLLOCATOR (cont'd)**

(N)

## 38.2 Insurance (cont'd)

## B. (cont'd)

Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. The Company will be named as an Additional Insured on the Commercial General Liability policy.

- C. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

Collocator releases The Company from and waives any and all right of recovery, claim, action or cause of action against The Company, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of The Company, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against The Company, and any rights of Collocator against The Company for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that The Company has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Tariff.

The Company requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to The Company as well. If a certificate is not received, The Company will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.

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**38. OBLIGATIONS OF THE COLLOCATOR (cont'd)**

(N)

**38.2 Insurance (cont'd)****C. (cont'd)**

If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes The Company, and The Company may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. The Company will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, the coverage requirements described above shall immediately apply.

**38.3 Conduct While in The Company Eligible Structures**

Collocators and The Company will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of The Company for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocators or The Company in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or The Company in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of The Company:

- a. Theft or destruction of The Company's or Collocator's property;
- b. Use/sale or attempted use/sale of alcohol or illegal drugs on The Company's property;

(N)

**38. OBLIGATIONS OF THE COLLOCATOR (cont'd)**

(N)

**38.3 Conduct While in The Company Eligible Structures (cont'd)**

- c. Threats or violent acts against other persons on The Company's property;
- d. Knowing violations of any local, state or federal law on The Company's property;
- e. Permitting unauthorized persons access to The Company or Collocator's equipment on The Company's property; and
- f. Carrying a weapon on The Company's property.

In addition, Collocator and The Company will take appropriate disciplinary steps as determined by each party to address any violations reported by The Company or the Collocator of The Company's policies and practices on security, safety, network reliability, and business conduct as defined in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of The Company security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that The Company's own employees and authorized contractors must undergo. The Company will not, however, require Collocators to receive security training from The Company, but will provide information to Collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin.

**39. COOPERATIVE RESPONSIBILITIES****39.1 Qualification of Collocators**

Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of The Company's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that The Company's own employees and authorized contractors must undergo. The Company will not, however, require Collocators to receive security training from The Company, but will provide information to Collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin.

(N)

**40. RATE REGULATIONS**

The rate regulations, rate element descriptions and rates and charges included in 36 preceding apply to this virtual collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

**40.1 Rate Elements for The Company's Offices**

- A. This security escort charge consists of the charges for The Company-provided security escorts for Collocator Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this tariff, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified in 40.3(A)(1-2) following.

**40.2. Rate Element for The Company's CEV, HUT, and Cabinets**

- A. The security escort charge consists of the charges for The Company provided security escorts for Collocator Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found in 40.4(A).

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**40. RATE REGULATIONS**

(N)

## 40.3 Rates and Charges

## Central Offices

A. Security Escorts,  
per visit

## 1. Staffed Building

- Access during normal business hours
- Each 1/4 hour
- Each additional 1/4 hour
- Access outside normal business hours
- 4 hour minimum
- Each additional 1/4 hour

Rate Per Month	Nonrecurring Charge
----------------------	------------------------

\$00.00	\$ 15.15
00.00	15.15
00.00	242.35
00.00	15.15

2. Unstaffed Building, Access during  
normal business hours

- per 1/4 hour
- Each additional 1/4 hour Access  
outside normal business hours
- 4 hour minimum
- Each additional 1/4 hour

00.00	15.15
00.00	15.15
00.00	242.35
00.00	15.15

## 40.4 Rates and Chargers

## CEVs, Huts and Cabinets

## A. Security Escorts, per visit

- 4 hour minimum
- Each additional 1/4 hour

00.00	242.35
00.00	15.15

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**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities**

(N)

When the Collocator selects the option to provide, install, and terminate their interconnection and power cabling with an The Company Approved Vendor, the following paragraphs will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Section 41.0 following.

**41.1 Interconnection Cable**

The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and The Company Main Distribution Frame or its equivalent by The Company Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its virtual collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 41.2. If Collocator selects this option, The Company will install and stencil termination blocks or panels at The Company Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's The Company Approved Vendor. Intervals and provisioning for this offering are found in Section 41.3.1 through 41.3.5. The Collocator's The Company Approved Vendor must obtain an approved Method Procedures (MOP) from The Company and follow The Company's Technical Publication TP 76300MP for installation of equipment and facilities;

**41.2 Power Cable**

The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and The Company's Battery Distribution Fuse Bay (BDFB) by The Company Approved Power Installation Vendor. When The Company designated power termination point is at the Power Plant Primary Distribution, the Collocator's The Company Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

The Collocator must contact The Company Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to The Company Power Plant Primary Distribution, which will be performed by The Company. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

(N)

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**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**41.2 Power Cable (cont'd)**

The Collocator may not elect to do some but not all the activities unless otherwise permitted in this section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 41.1. Intervals and provisioning for this offering are found in Section 41.3.1 through 41.3.5. The Collocator's The Company Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from The Company and follow The Company's Technical Publication TP 76300MP for installation of equipment and facilities.

**41.3 Intervals and Provisioning****41.3.1 Implementation Intervals (Collocator Installs Interconnection and Power Cabling)**

The Company will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by The Company. The Company will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If The Company determines that Collocator's Virtual Collocation Application is unacceptable, The Company shall advise Collocator of any deficiencies within this ten (10) calendar day period. The Company shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 41.3 is for new and augment Virtual Collocation Applications and apply only when the Collocator installs interconnection and power cabling.

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**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**41.3 Intervals and Provisioning (cont'd)****41.3.1 Implementation Intervals (Collocator Installs Interconnection and Power Cabling) (cont'd)**

The delivery interval relates to the period in which The Company shall construct and turnover to the Collocator's The Company Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date The Company receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide The Company, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as The Company has received such response and payment. If the Collocator has not provided The Company such response and payment by the twelfth (12th) calendar day after the date The Company notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until The Company's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by The Company taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by The Company with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by The Company from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (1)

<u>Number of All Applications submitted by One Collocator per state or metering region</u>	<u>Overhead Iron/Racking Exists for Virtual Collocation Space Use</u>	<u>Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use</u>	<u>Additional Power or HVAC is Required for Virtual Collocation Space Use</u>
1 - 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

(N)

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**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**41.3 Intervals and Provisioning (cont'd)****41.3.1 Implementation Intervals (Collocator Installs Interconnection and Power Cabling) (cont'd)**

Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by The Company from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by The Company.

For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by The Company will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

**41.3.2 Payment**

The second fifty percent (50%) payment must be received by The Company prior to the space being turned over to the Collocator's The Company Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's The Company Approved Vendor by The Company.

(N)



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**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

## 41.3 Intervals and Provisioning (cont'd)

## 41.3.3 Cable Augments

For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections and/or
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

The cabling Augment interval is determined by The Company taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by The Company with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by The Company from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation Use
1 - 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

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**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**41.3 Intervals and Provisioning (cont'd)****41.3.3 Cable Augments (cont'd)**

Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by The Company from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

**41.3.4 All Other Augments**

For all Augments other than provided above, The Company will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

**41.3.5 Walk-Through Visit**

Within twenty (20) calendar days or mutually agreed upon time, from The Company's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

(N)

**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**41.4 Rates Elements for The Company Central Offices****A. Power Arrangement**

When the Collocator selects the option to install the power cable by The Company Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified in 42.1 (A).

**B. Voice Grade Interconnection**

When the Collocator selects the option to provide and install the interconnection cabling by a The Company approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1 (B).

**C. DS-1 Interconnection Arrangement to DCS**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1 (C).

**D. DS-1 Interconnection Arrangement to DSX**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1 (D).

**E. DS-3 Interconnection Arrangement to DCS**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1 (E).

**F. DS-3 Interconnection Arrangement to DSX**

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1 (F).

(N)

**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**41.4 Rates Elements for The Company Central Offices (cont'd)****G. Fiber Interconnection Arrangement**

When the Collocator selects the option to provide and install the interconnection cabling by a The Company approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1 (G).

**H. Collocation to Collocation Connection**

This rate element include virtual to virtual and virtual to physical connection options.

**1. Fiber Cable**

When the Collocator selects the option to provide and install the interconnection cabling by a The Company approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1(H) (1).

**2. Copper Cable**

When the Collocator selects the option to provide and install the interconnection cabling by a The Company approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1(H) (2).

**3. Coax Cable**

When the Collocator selects the option to provide and install the interconnection cabling by a The Company approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 42.1(H) (3).

**4. Cable Racking and Hole**

This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in 42.1(H) (4).

(N)

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**41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd)**

(N)

**41.4 Rates Elements for The Company Central Offices (cont'd)****H. Collocation to Collocation Connection (cont'd)****5. Route Design**

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in 42.1(H) (5).

**42. Rates and Charges for CDOW****42.1 Rates and Charges for CLECs Doing Own Work**

The rate elements below represent the charges associated with CLEC's providing, installing, and terminating their interconnection and power cabling. However, the rates and charges within CDOW are not comprehensive. There are rates and charges from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Section 42 following.

	Rate Per Month	Nonrecurring Charge
<b>A. Power Arrangements</b> (Collocator provides and installs Power		
2-20 AMP Feeds (Per 2-20 AMP power Feeds)	\$0.52	\$ 0.00
2-50 AMP Feeds (Per 2-50 AMP power Feeds)	0.52	0.00
<b>B. Voice Grade Interconnection</b> (Collocator provides and installs Power		
Arrangement (Non-Shielded and Shielded) (Per 100 Pairs)	3.86	225.02
<b>C. DS1 Interconnection</b> (Collocator provides and installs		
Arrangement to DCS (Per 28 DS1s)	295.42	3,496.22
<b>D. DS1 Interconnection</b> (Collocator provides and installs		
Arrangement to DSX (Per 28 DS1s)	6.07	651.13

(N)

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Milwaukee, Wisconsin

**42. Rates and Charges for CDOW**

(N)

## 42.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	Rate Per Month	Nonrecurring Charge
E. DS3 Interconnection (Collocator provides and installs cabling)		
Arrangement to DCS (Per DS3)	\$115.30	\$2,186.12
F. DS3 Interconnection (Collocator provides and installs cabling)		
Arrangement to DSX (Per DS3)	5.69	204.42
G. Fiber Interconnection (Collocator provides and installs cabling)		
Arrangement (12 Fibers)	10.47	152.71
H. Collocation to Collocation Connection		
1. Fiber Cable (12 Fibers) Collocator Provides Cable and Installs	0.81	0.00
2. Copper Cable (28 DS1s) Collocator Provides Cable and Installs	0.41	0.00
3. Coax Cable (1 DS3) Collocator Provides Cable and Installs	0.27	0.00
4. Cable Racking and Hole		
- For Optical, per cable	0.90	0.00
- DS1, per cable	0.49	0.00
- DS3, per cable	0.35	0.00
5. Route Design	0.00	463.36

(N)

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## Exhibit B

### Caged Collocation

#### **A. Planning Fees**

##### USOCs

- |   |                     |
|---|---------------------|
| - Planning - Central Office (per SF used by CLEC) | C1FHC               |
| - Initial   | NRBCE               |
| - Subsequent - Inter. Cabling                     | NRBZD               |
| - Subsequent - Power Cabling                      | NRMZB- Subsequent - |
| Inter./Power Cabling                              | NRMZC               |

#### **B. Common Systems Materials Charge**

•

##### USOCs

- |   |       |
|---|-------|
| - Cage Common Systems Materials Charge<br>(per square foot) | SP14A |
|---|-------|

#### **C. Power Arrangement Provisioning**

These charges will only be waived if CLEC agreed to assume ownership of the cabling including maintenance and removal costs.

##### USOCs

- |                         |       |
|-------------------------|-------|
| - 2-20 Amp Power Feeds  | SP1QU |
| - 2-50 Amp Power Feeds  | SP1QW |
| - 2-100 Amp Power Feeds | SP1QX |

**D. Cage Preparation**

<u>USOCs</u>	
Cage Preparation (per SF)	C1FHE

**E. RSM Option**

<u>USOCs</u>	
Additional Dedicated HVAC Charge	NRB1H
Dedicated Power Plant Floor	SP1SY
Space Charge	

**F. Eligible Structure Ground Cable Arrangement, Each**

<u>USOCs</u>	
Per square foot (caged)	SP1CR

**G. HVAC (Per 10 Amps)**

<u>USOCs</u>	
HVAC (Per 10 Amps)	SP11T



### **Cageless Collocation**

Planning - Central Office (per frame used by CLEC)	C1FWJ
- Initial	NRB5J
- Subsequent Inter. Cabling	NRMZA
- Subsequent Power Cabling	NRMZB
- Subsequent Inter./Power Cabling	NRMZC
- Cageless Common Systems	
Material Charge	
Per frame	SP1WE
(Cageless) Collocation	
- 2-20 Amp Power Feeds	SP1QU
- 2-50 Amp Power Feeds	SP1QW
2-100 Amp Power Feeds	SP1QX
Eligible Structure Ground Cable Arrangement	
Per frame (For Cageless)	C1FX4
HVAC (Per 10 Amps)	SP11T

### **VIRTUAL**

- Initial	NRB5O
- Subsequent Inter. Cabling	NRMZV
- Subsequent Power Cabling	NRMZW
- Subsequent Inter./Power Cabling	NRMZX
(Virtual) Collocation	
- 2-20 Amp Power Feeds	SP1QU
- 2-50 Amp Power Feeds	SP1QW
Eligible Structure Ground Cable Arrangement	
Per frame (For Virtual)	SP1GT
HVAC (Per 10 Amps)	SP11T